

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

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MILTON HOUSING AUTHORITY

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

UPDATED 3/1/2017

SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 *FAIR HOUSING*

It is the policy of the Milton Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

The MHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- Violence Against Women Reauthorization Act of 2013 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together. Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Milton Housing Authority housing programs. The MHA will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12].

To further its commitment to full compliance with applicable Civil Rights laws, the Milton Housing Authority will provide information to applicants, participants and owners in the Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Milton Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Milton Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the HUD housing discrimination form. The Milton Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

Upon receipt of a housing discrimination complaint, the MHA is required to:

- Provide written notice of the complaint to HUD and inform the complainant that such notice was made.
- Investigate the allegations and provide the complainant with findings and corrective action plans as appropriate.
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20].

The MHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The MHA's policies concerning physical accessibility will be readily available to applicants and participants. The design, construction, or alteration of MHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with physical disabilities, the MHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary. In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

1.2 REASONABLE ACCOMODATION

A person with a disability, as defined under federal civil rights laws, is any person who:

- has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- has a record of such impairment, or
- is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having a physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an

impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Milton Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability.

The policy detailed in the MHA Reasonable Accommodation Policy clarifies how people can request accommodations and the guidelines the Milton Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Milton Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Reasonable accommodation payment standards. The Housing Opportunity Through Modernization Act (HOTMA) allows PHAs to establish a payment standard of up to 120% percent of fair market rent (FMR) without HUD approval as a reasonable accommodation for a person with a disability.

1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The Milton Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The MHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). See attached MHA LEP Policy.

In order to determine the level of access needed by LEP persons, the MHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the MHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the MHA.

Where feasible and possible, the MHA will train volunteer bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Translation of other documents, if needed, can be provided orally. See LEP (Limited English Proficiency) policy.

1.4 FAMILY/OWNER OUTREACH

The Milton Housing Authority will publicize the availability and nature of the HCV Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the Milton Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Milton Housing Authority will also try to utilize public service announcements.

The Milton Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Milton Housing Authority will hold briefings for owners who participate in or who are seeking information about the Housing Choice Voucher Program. Owners and managers participating in the Housing Choice Voucher Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Milton Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Milton Housing Authority staff.

The Milton Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.5 RIGHT TO PRIVACY/RECORDS MANAGEMENT

All applicant and participant information will be kept in a secure location and access will be limited to authorized MHA staff. MHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action. See attached MHA EIV Security policy.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under MHA conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data*.

Criminal Records

The MHA may only disclose the criminal conviction records which the MHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The MHA must establish and implement a system of records management that ensures that any criminal record received by the MHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once

the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the MHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The MHA must establish and implement a system of records management that ensures that any sex offender registration information received by the MHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

The MHA will not rely solely on an arrest record to make a decision relative to housing assistance benefits.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The MHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the MHA receives a verification document that provides such information, the MHA will not place this information in the tenant file.

1.6 REQUIRED POSTINGS

The Milton Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Housing Choice Voucher Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of Milton Housing Authority office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

2.0 MILTON HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Milton Housing Authority, the Housing Choice Voucher Owners/Landlords, and the participating families.

2.1 MILTON HOUSING AUTHORITY RESPONSIBILITIES

- A. The Milton Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Milton Housing Authority Housing Choice Voucher Administrative Plan.
- B. In administering the program, the Milton Housing Authority must:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help disabled persons find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust Milton Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Milton Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Milton Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Milton Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Preparing and furnishing to the Milton Housing Authority information required under the HAP contract.
 5. Collecting from the family:
 - Any security deposit required under the lease.
 - The tenant contribution (the part of rent to owner not covered by the housing assistance payment.
 - Any charges for unit damage by the family.
 6. Enforcing tenant obligations under the lease.
 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the HCV program.

A. Supplying required information.

1. The family must supply any information that the Milton Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
2. The family must supply any information requested by the Milton Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Milton Housing Authority Inspection

The family must allow the Milton Housing Authority to inspect the unit at reasonable times and after at least 2 days' notice.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease. The MHA will determine if a family has committed serious or repeated violations of

the lease based on available evidence, including but not limited to, a court-ordered eviction or an owner's notice to evict.

Arrest Record Requirements PIH 2015-09

An arrest record will not be used by the MHA as the sole reason for termination or denial of assistance.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, and destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated lease violations by the victim [24 CFR 5.2005(c)(1)].

E. Family Notice of Move or Lease Termination

The family must notify the Milton Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Milton Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. The Milton Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Milton Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Milton Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Milton Housing Authority if any family member no longer resides in the unit.
4. If the Milton Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Milton Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Milton Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

8. The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher

H. Absence from the Unit

The family must supply any information or certification requested by the Milton Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Milton Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Milton Housing Authority for this purpose. The family must promptly notify the Milton Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Milton Housing Authority for absences exceeding 30 days. The Milton Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Milton Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive HCV program assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the MHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements to be eligible for Housing Choice Voucher assistance-- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Milton Housing Authority screening criteria in order to be admitted to the Housing Choice Voucher Program.

3.2 ELIGIBILITY CRITERIA

FAMILY AND HOUSEHOLD [24 CFR 982.201(c); FR Notice 02/03/12; Notice PIH 2014-20]

The terms *family* and *household* have different meanings in the HCV program.

Family

To be eligible for assistance, an applicant must qualify as a family. *Family* as defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes, but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining

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

Gender Identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

Household

Household is a broader term that includes additional people who, with the MHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **near-elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**. [24 CFR 5.403]
The HUD definition of family includes the remaining member of a tenant family, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, the approval of a caretaker is at the owner and MHA’s discretion and subject to the owner and MHA’s screening criteria. If

neither a parent nor a designated guardian remains in a household receiving HCV assistance, the MHA will take the following actions.

(1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

(2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.

(3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.

(4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family Breakup [24 CFR 982.315]

Except under the following conditions, the MHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the MHA must ensure that the victim retains assistance.
- If a court determines the disposition of property between members of the assisted family in a divorce or separation decree, the MHA is bound by the court's determination of which family members continue to receive assistance.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision or an agreement among the original family members, the MHA will determine which family will retain their placement on the waiting list or continue to receive assistance. In making its determination, the MHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Housing Choice Voucher program shall be a low-income family that is:
 - a. A very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
 - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's

jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into the Milton Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into the Milton Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Milton Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Milton Housing Authority Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Documentation [24 CFR 5.216 and 5.218, Notice PIH 2012-10]

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. The MHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216

Social Security Numbers for a child Under 6

Per Federal Register rule FR 5743-F-03 released on March 8, 2016, Participant families have 90 days after lease-up to provide a child's (family member under 6) social security number.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. The MHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].

2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and the Milton Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the Milton Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy. The Milton Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Milton Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, The Milton Housing Authority may contact law enforcement agencies where the individual had lived.

Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the Milton Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking. Upon written request, the Milton Housing Authority will release the tenant family's current address, the name and address of the current property owner and the name and address of the previous property owner.

4.0 Managing the Waiting List

The MHA has elected to utilize the new Centralized Application and Waiting List process. Over the past few years, the Department of Housing and Urban Development has encouraged the use of a Centralized Waiting List by Public Housing Authorities. See Appendix: Applications and Use of Centralized Waiting List

It is anticipated that a Centralized Section 8 Waiting List will afford the MHA and its clients the following benefits:

- A. Ease of application process for applicants who may apply at the office of any Housing Authority participating in the centralized waiting list option.
- B. Eliminate the procedural hardship on families and administrative burden to the Housing Authority of closing and opening of the Section 8 Waiting List. The Centralized Section 8 Waiting List will be maintained as an open waiting list.
- C. Increase housing opportunities for families who now have the potential option of placement at a number of locations throughout the Commonwealth through the submission of a single application.

4.1 ACCEPTANCE OF APPLICATIONS

A single, standardized Preliminary Application is available at each participating Housing Authority. A master list of all participating Housing Authorities will be maintained at the office of the Massachusetts Chapter of the National Association of Housing and Redevelopment Officials (hereinafter Mass NAHRO) and at each participating Housing Authority. Only one application will be accepted for each Head of Household. Completed applications cannot be faxed since original signature must be on file at receiving Housing Authority.

The Preliminary Application will request information as required to administer the Section 8 Housing Choice Voucher Program such as: name and city or town (where Head of Household and spouse live and work), telephone number, total number of family members, Head of Household's social security number, if client is 62 years of age or older or disabled, total gross family income, race, and ethnicity. Information regarding preferences adopted by participating Housing Authorities will also be elicited on this application.

The Housing Authorities collectively reserve the right to modify the application to include other information required or useful to administer the Section 8 Housing Choice Voucher Program. All participating Housing Authorities must agree to adopt said modification to the application in advance to such modification.

Applications will be available for completion at MHA in person during regular business hours Monday, Tuesday, Wednesday, Thursday, and Friday. All blank applications may be mailed or faxed out upon request.

Upon completion and receipt of an application with original signatures, it shall be marked by the MHA staff with date and the time of submission and the family shall be provided with a standard receipt evidencing submission of the application. The MHA will then enter the information from the Preliminary Application into the Centralized Waiting List.

4.2 UPDATING THE APPLICATIONS

A family may update its application (i.e. change of address) for Section 8 Assistance online at www.section8listmass.org or at the office of any Housing Authority participating in the Centralized application process regardless of where the original application was submitted. To update the application the family must submit a written request.

4.3 SELECTION FROM THE WAITING LIST

The selection criteria set forth in the MHA's Administrative Plan shall govern the manner in which individuals and families are selected by the MHA from the Centralized Section 8 Waiting List.

4.4 DETERMINATION OF ELIGIBILITY

Once a family has been selected from the Centralized Section 8 Waiting List in the manner set forth in the MHA's Administrative Plan from the Section 8 Housing Choice Voucher Program, eligibility determination shall be made according to federal law, regulations governing State law and any applicable procedures set forth in the MHA's Administrative Plan for the Section 8 Housing Choice Voucher Program.

4.5 DETERMINATION OF INELIGIBILITY

A INELIGIBILITY FOR ASSISTANCE

If a family is denied assistance by the MHA, they will have the right to the grievance procedures set forth in the MHA's Administrative Plan. After such time expires to request an informal hearing or a hearing is held and the decision is upheld, the family will be denied participation in the Section 8 Program by the Housing Authority making the determination. The family's name will not be removed by the MHA from the Centralized Section 8 Waiting List because the family may be eligible under another participating Housing Authority's policies. However, the family will not be again selected by the MHA unless the family has been withdrawn from the Centralized Section 8 Waiting List and a new application has been submitted.

B DETERMINATION THAT FAMILY IS OVER INCOME LIMITS

If the family was denied participation in the Section 8 Housing Choice Voucher Program because it was over income for the program, the name will be removed from the Centralized Section 8 Waiting List if the Housing Authority making the

determination is in the jurisdiction with the highest income limits of those Housing Authorities participating in the Centralized Section 8 Waiting List process. Otherwise, the family's name will not be removed by the MHA from the Centralized Section 8 Waiting List because the family may be income eligible under another participating Housing Authority's policies. However, the family will not be again selected by the MHA unless the family has been withdrawn from the Centralized Section 8 Waiting List and a new application has been submitted.

C NO RESPONSE

Further, if the family does not respond to a letter with a specific deadline date noted in said letter and sent by a participating Housing Authority to attend an eligibility determination appointment or to otherwise respond to the Housing Authority, the Housing Authority who requested said response may remove the family's name from the Centralized Section 8 Waiting List within 10 days of stated deadline date. An applicant is not entitled to an Informal Review for No Response. An applicant is welcome to reapply to the program.

4.6 WAITING LIST UPDATES; PURGING OF WAITING LIST

If determined necessary by Mass NAHRO, on an annual basis, Mass NAHRO may send a letter to each applicant on the Centralized Section 8 Waiting List. This letter will be sent to the address on the Section 8 preliminary Application or on any written change of status request that was completed and sent to a participating Housing Authority. Applicants will be requested to respond to the mailing within a time parameter set forth in the letter and the letter shall indicate that failure to respond will result in the removal of his/her name from the Centralized Section 8 Waiting List¹. In the event that the applicant does not respond within the applicable time parameter, his/her name shall be removed from the Centralized Section 8 Waiting List.

4.7 *GRIEVANCES OR COMPLAINTS; JURISDICTION*

When a family expresses a problem with a decision made by a Housing Authority involved in the Centralized Section 8 Waiting List option, that family shall be referred to the Housing Authority who made the determination in question. When a family expresses a problem with a decision made by Mass NAHRO on behalf of all LHAs participating in Centralized Waiting List, that family shall be referred to MassNAHRO's Centralized Waiting List Administrator.

Please note that, upon request, reasonable accommodations will be made for persons with disabilities.

4.8 *GROUND'S FOR DENIAL*

HUD requires the MHA to deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits, but does not require, the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household).
- The MHA determines that any household member is currently engaged in the use of illegal drugs.
- The MHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.

The Milton Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff, or cause damage to the property.
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Housing Choice Voucher Programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from federally-assisted housing within five years of the projected date of admission because of drug-related criminal

activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

- I. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Milton Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Milton Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. The person has otherwise been rehabilitated successfully; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- J. Have engaged in or threatened abusive or violent behavior towards any Milton Housing Authority staff or residents;
- K. Have a family household member who has been terminated under the Voucher Program during the last three years.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Milton Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

The Milton Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to

respond to a request for information or updates was caused by the applicant's disability, the Milton Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Milton Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of rights and the form HUD-50066 at the time the applicant is denied. The MHA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the MHA's policies

4.10 *INFORMAL REVIEW*

If the Milton Housing Authority determines that an applicant does not meet the criteria for receiving Housing Choice Voucher assistance, the Milton Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Milton Housing Authority will describe how to obtain the informal review.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 *WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS*

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Milton Housing Authority will use the assistance for those families.

5.2 *PREFERENCES*

1) Assisted Families Terminated Due to Insufficient Program Funding

In the event that the MHA's Annual HAP Budget Authority is reduced to an amount that will no longer support the number of Families currently participating in the program, the MHA shall determine the number of families that must be terminated from assistance due to the lack of adequate funding from HUD. The MHA shall follow the steps outlined in this section in terminating assistance to families.

A Family in any of the following categories shall be **excluded** from any termination of assistance due to lack of funding from HUD: (a) Elderly Family, (b) Disabled Family. Families affected by termination by the Milton Housing Authority due to insufficient program funding shall be granted a preference above all others on the tenant based waiting list. The MHA shall maintain a list of all families terminated in this manner.

2) Local Preference

Local Residency preference: For Applicants, who live, work, have been hired to work, or go to school full time in the Town of Milton may apply for a local preference. In order to verify that an applicant is a resident, the MHA will require an applicant to produce a

minimum of three (3) of the following types of satisfactory third party verification documents or sufficient verification as determined by the leased housing staff, such as rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, or a landlord's statement which is otherwise verifiable by the MHA.

For families of which a member is working, or has been hired to work, an original letter from the employer will be required. For families who go to school full time in Milton an original letter verifying full time status will be required from the school.

The MHA will select families based on the following local preference which are all weighted equally:

- Applicant is living in Milton at the time of selection from the wait list or
- Applicant is working in Milton or has been hired to work at the time of selection from the wait list, or
- Applicant is going to school at the time of selection from the wait list.

Disabled and Veterans receive additional preference within the local preference.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

5.3 *SELECTION FROM THE WAITING LIST*

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Milton Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

Extremely low-income (ELI) is defined as a family whose income does not exceed the higher of the federal poverty line or 30 percent of area median income (AMI).

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not counted for income targeting purposes.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Milton Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

A. BASIC CONSIDERATIONS

The subsidy standards for the Milton Housing Authority are designed to provide for the smallest number of bedrooms without overcrowding.

- Two adults will be assigned one bedroom unless they are related by blood or one is a live in aide.
- Two children of the opposite sex will be assigned one bedroom until the older of the two is age 6.
- Two children of the same sex will be assigned one a bedroom.
- Adults and children will not be required to share a bedroom unless they are siblings of the same sex in which case they will be assigned one bedroom.
- Live-in-aides will be counted in determining family unit size. A live in Aide will be provided with his/ or her own bedroom.

- Children specified in joint custody agreements will be considered family members if the agreement specifies that they live with the parent at least 183 days (6 months) a year;
- Foster children placed in the home shall be included in determining unit size only if they will be in the unit for more than 183 days (6 months) a year.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size. A social worker shall designate whether placement is permanent or temporary. Temporary shall be defined as placement out of the home for a period of less than six (6) months or any other compelling evidence demonstrating to the HA that the placement is temporary.
- Unless a live-in-aide resides with the family, the family unit size for any family consisting of a single person will be either a zero or one-bedroom unit, as determined under the MHA subsidy standards.

Upon request and verification of the necessity for such, exceptions of subsidy standards may be made by the Milton Housing Authority if to do so serves to provide a reasonable accommodation for a person with a disability.

A. STATE OF MA GUIDELINES

The size of the unit must comply with the Massachusetts State Sanitary Code which provides that every dwelling unit must provide 150-sq. ft. of floor space for the first occupant and 100-sq. ft. for each additional occupant. Floor space shall be calculated on the basis of total habitable room area.

Total habitable space is the sum of the floor area of the kitchen, living room, dining area and all bedrooms. If the floor to ceiling height is less than 5ft, that floor area less than 5 ft. is not included in the total habitable space.

In a dwelling unit, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space; every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant.

6.1 BRIEFING

When the Milton Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 *PACKET*

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");

- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Milton Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Milton Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Milton Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Milton Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 *ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY*

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Milton Housing Authority will issue the voucher. At this point the family begins their search for a unit. The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the MHA has determined the family to be eligible for the program, and that the MHA expects to have money available to subsidize the family if the family finds an approvable unit. However, the MHA does not have any liability to any party by the issuance of the voucher, and the voucher does

not give the family any right to participate in the MHA's housing choice voucher program [Voucher, form HUD-52646]

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 *TERM OF THE VOUCHER*

Mandatory voucher suspension: The “Streamlining Rule” issued in 2016 requires the suspension or “tolling” of the voucher term upon a family’s submission of a Request for Tenancy Approval (RFTA). The mandatory suspension begins when the family submits the RFTA and ends when the family is notified in writing of the approval or denial of the tenancy.

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher. The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve.

Upon submittal of a completed request for approval of tenancy form, the Milton Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action

on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered. Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program.

6.5 *APPROVAL TO LEASE A UNIT*

The Milton Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum;
- D. The rent to owner is reasonable; the rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises.
- E. The family's share of rent does not exceed 40% of their monthly adjusted income; the term "family share" refers to the amount the family pays toward rent and utilities. The gross rent for the unit minus the total housing assistance payment (HAP) for the unit equals the family share.
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income;

- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed. In no case will the contract be executed later than 60 days after the beginning of the lease term. Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 MILTON HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Housing Choice Voucher Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Housing Choice Voucher or with applicable housing standards for units leased with project-based Housing Choice Voucher assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, Milton Housing Authority employees or owner employees; or
 2. residences by neighbors;
- H. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Housing Choice Voucher Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Milton Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Milton Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals
- E. House boats

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Milton Housing Authority will issue the family a new voucher if the family does not owe the Milton Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Milton Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 *WHEN A FAMILY MAY MOVE*

For families already participating in the Certificate and Voucher Program, the Milton Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 *PROCEDURES REGARDING FAMILY MOVES*

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Milton Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Milton Housing Authority entering a new HAP contract on their behalf.

The benefits of living in low-poverty census tracts will be explained to all families, not just those who currently live in higher-poverty areas. The required explanation of how

portability works will be given to all families, not just those who are eligible to exercise portability on initial voucher issuance.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Milton Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Milton Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Milton Housing Authority

will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Milton Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

8.0 PORTABILITY

8.1 *GENERAL POLICIES OF THE MILTON HOUSING AUTHORITY*

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Milton Housing Authority at the time the family first submits its application for participation in the program to the Milton Housing Authority may lease a unit anywhere in the jurisdiction of the Milton Housing Authority or outside the Milton Housing Authority jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Milton Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Milton Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Milton Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Milton Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Milton Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Milton Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

Changes under HUD's 2016 Streamlining Rule:

Notification of insufficient funding: The rule adds a requirement that PHAs must notify the HUD field office within 10 business days of denying a move under portability due to insufficient funding.

Voucher term: The voucher issued by the receiving PHA (RHA) must have an expiration date at least 30 days after the expiration date of the voucher issued by the initial PHA (IHA). While the RHA may provide additional search time according to its existing policies, the billing deadline of 60 days after the expiration of the IHA's voucher remains in effect.

Administrative fees: The final rule provides that the administrative fee for portability is the lesser of 80% percent of the IHA's administrative fee (prorated if applicable) or 100 percent of the RHA's administrative fee. In no event will the RHA receive more than its own administrative fee.

Family selection of RHA: When more than one PHA operates a voucher program in the area to which a family wishes to move, the current rule requires the IHA to select the agency which will assist the family. The new rule provides that the family may select the RHA and may seek assistance from the IHA in making its selection. The IHA must inform the family of the PHAs that serve the area and must provide the family with contact information for those PHAs.

Portability Initial Billing Deadline [Notice PIH 2012-42, Letter to Executive Directors, 9/15/15]

The deadline for submission of initial billing is 90 days following the expiration date of the voucher issued to the family by the initial PHA. If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must contact the receiving PHA to determine the status of the family. If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may refuse to accept a late billing submission. If the receiving PHA reports that the family is under HAP contract and the receiving PHA cannot absorb the family, the initial PHA must

accept a late billing submission; however, it may report to HUD the receiving PHA's failure to comply with the deadline.

MHA Policy

If the PHA has not received an initial billing notice from the receiving PHA within 90 days of expiration of the IHA's voucher, it will contact the receiving PHA by phone, fax, or e-mail on the next business day. If the PHA reports that the family is not yet under HAP contract, the PHA will inform the receiving PHA that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. The PHA will send the receiving PHA a written confirmation of its decision by mail.

The PHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving PHA.

8.2 *INCOME ELIGIBILITY*

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 *PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY*

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES PIH 2012-42

- A. When the Milton Housing Authority is the Initial Housing Authority:
1. The Milton Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 2. The Milton Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 3. The Milton Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
 4. The Milton Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
 5. The Milton Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information as described below:
 - Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2012-42]
 - A copy of the family's voucher [Notice PIH 2012-42]
 - A copy of the family's most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2012-42]
 - Copies of the income verifications backing up the form HUD-50058, including a copy of the family's current EIV data [24 CFR 982.355(c)(4), Notice PIH 2012-42]

In addition to these documents, the PHA will provide the following information, if available, to the receiving PHA:

- Social security numbers (SSNs)
- Documentation of SSNs for all nonexempt household members whose SSNs have not been verified through the EIV system
- Documentation of legal identity
- Documentation of citizenship or eligible immigration status
- Documentation of participation in the earned income disallowance (EID) benefit
- Documentation of participation in a family self-sufficiency (FSS) program

B. When the Milton Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Milton Housing Authority, the Milton Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Milton Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
2. The Milton Housing Authority will issue a voucher to the family. The term of the Milton Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Milton Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Milton Housing Authority during the term of the Milton Housing Authority's voucher.
3. The Milton Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Milton Housing Authority's subsidy standards.
4. The Milton Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Milton Housing Authority opts to conduct a new reexamination, the Milton Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Milton Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Milton Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Milton Housing Authority

1. If funding is available under the consolidated ACC for the Milton Housing Authority's Voucher Program when the portable family is received, the Milton Housing Authority will absorb the family into its Voucher

Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Milton Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the Milton Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
 - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 *INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME*

To determine annual income, the Milton Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Milton Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 *INCOME 24 CFR 5.609*

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not

used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
 - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-

sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include MHA the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

ANNUAL INCOME INCLUSIONS

24 CFR 5.609

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

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph (c) of this section.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital

indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

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

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31¹; and

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

(ii) If the welfare assistance payment includes an amount specifically designated for shelter

and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

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

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

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

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

¹ Text of 45 CFR 260.31 follows.

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

HHS DEFINITION OF "ASSISTANCE"

**45 CFR: GENERAL TEMPORARY
ASSISTANCE FOR NEEDY FAMILIES**

**260.31 MHA does the term “assistance”
mean?**

(a)(1) The term “assistance” includes cash, payments, vouchers, and other forms of benefits designed to meet a family’s ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

(2) It includes such benefits even when they are:

- (i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- (ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter).

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and childcare provided to families who are not employed.

(b) [The definition of “assistance”] excludes: (1) Nonrecurring, short-term benefits that:

- (i) Are designed to deal with a specific crisis situation or episode of need;
- (ii) Are not intended to meet recurrent or ongoing needs; and
- (iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

- (3) Supportive services such as childcare and transportation provided to families who are employed;
- (4) Refundable earned income tax credits;
- (5) Contributions to, and distributions from, Individual Development Accounts;
- (6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.

9.3 ***EXCLUSIONS FROM INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member; the most current IRS Publication 502, *Medical and Dental Expenses*, will be used as a reference to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502	
Services of medical professionals	Substance abuse treatment programs
Surgery and medical procedures that are necessary, legal, noncosmetic	Psychiatric treatment
Services of medical facilities	Ambulance services and some costs of transportation related to medical

<p>Hospitalization, long-term care, and in-home nursing services</p> <p>Prescription medicines and insulin, but <u>not</u> nonprescription medicines even if recommended by a doctor</p> <p>Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)</p>	<p>expenses</p> <p>The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)</p> <p>Cost and continuing care of necessary service animals</p> <p>Medical insurance premiums or the cost of a health maintenance organization (HMO)</p>
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- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution as per **24 CFR 5.609(c)(6)** ;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and

training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program

- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

ANNUAL INCOME EXCLUSIONS

24 CFR 5.609

(c) Annual income does not include the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses

(except as provided in paragraph (b)(5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in Sec. 5.403;
- (6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

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

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

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

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

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

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

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

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses. HUD defines child care expenses at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

9.5 EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.
- **Calculation of the Disallowance** Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID. While qualification for the disallowance is the same for all families, calculation of the disallowance

will differ depending on when the family member qualified for the EID. Participants qualifying prior to May 9, 2016, will have the disallowance calculated under the “Original Calculation Method” described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the “Revised Calculation Method” Which shortens the lifetime disallowance period to 24 consecutive months. Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.

Original Calculation Method

Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

MHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

MHA Policy

During the 48-month eligibility period, the PHA will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

Revised Calculation Method

Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

MHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

MHA Policy

During the second 12-month exclusion period, the PHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.

Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

9.6 STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9) and FR 5/20/14]

In 2005, Congress passed a law (for Section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

Student Financial Assistance Included in Annual Income [24 CFR 5.609(b)(9) and FR 4/10/06]

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

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

For students who satisfy these three conditions, any financial assistance in excess of tuition and any other required fees and charges received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

- *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.
- *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition* will have the meaning given this term by the institution of higher education in which the student is enrolled and will include any other fees and charges required by the institution for enrollment [FR 5/20/14, p. 28939].

Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]

Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over 23 **AND** have at least one dependent child
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

10.0 VERIFICATIONS

HUD's Verification Hierarchy [Notice PIH 2010-19]

HUD authorizes the PHA to use six methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

MHA Policy

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

Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system

Up-front Income Verification (UIV) using a non-HUD system

Written Third-Party Verification (may be provided by applicant or participant)

Written Third-party Verification Form

Oral Third-party Verification

Self-Certification

Each of the verification methods is discussed in subsequent sections below.

10.1 Requirements for Acceptable Documents

MHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 90 days of the date they are provided to the PHA. The documents must not be damaged, altered or in any way illegible. Print-outs from Web pages are considered original documents. The MHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy. Any family self-certifications must be made in a format acceptable to the MHA and must be signed in the presence of a MHA representative or notary public.

10.2 File Documentation

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

MHA Policy

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

Reported family annual income

Value of assets

Expenses related to deductions from annual income

Other factors influencing the adjusted income or income-based rent determination

When the MHA is unable to obtain 3rd party verification, the MHA will document in the family file the reason that third-party verification was not available [24 CFR 960.259(c)(1); Notice PIH 2010-19].

10.3 UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the MHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the MHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the MHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the MHA.

10.4 ITEMS TO BE VERIFIED (24 CFR 982.516)

- All income not specifically excluded by the regulations.
- Full-time student status including High School students who are 18 or over, and have income.
- Current Assets including assets disposed of for less than fair market value in the preceding two years.
- Child care expense where it allows a family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed. Can include disability expenses not covered by extraordinary medical expenses.
- Disability for determination of preferences, allowances, or deductions.
- U.S. Citizenship/eligible immigrant status.
- Social Security Numbers for all family members
- “Preference” status
- Familial/marital status when needed for head or spouse definition.
- Verification of Reduction in Benefits for Noncompliance:

The MHA will obtain written verification from the welfare agency stating that the participant’s (*not applicant’s*) benefits have been reduced for fraud or non-compliance *before* denying the family’s request for rent reduction.

10.5 VERIFICATION OF INCOME (24 CFR 982.516)

24 CFR 5.233 requires the MHA to use EIV as a 3rd party source to verify tenant employment and income during all mandatory interim and reexaminations. The MHA must use EIV features to reduce administrative and subsidy payment errors.

EIV data is used to validate tenant-reported income and supplement tenant-provided documents. EIV data should not be used to calculate anticipated income, except as specified in HUD guidelines. When the tenant disputes the EIV data, the MHA must request written third party verification if the tenant is unable to provide acceptable documentation to support disputed information.

The MHA will compare EIV reported information to tenant-reported information. If there is no discrepancy, the MHA will use current tenant-provided documentation to calculate annual income. If there is a discrepancy, the MHA will obtain documentation from tenant and/or third party source, if necessary. The MHA will use the most current and reliable documentation to calculate annual income. PHAs are required to access the EIV system and obtain an Income Report for each household. The MHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition. If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

Level	Verification Technique	Ranking
6	Upfront Income Verification (UIV) using HUD's Enterprise Income verification (EIV) system (not available for income verification of applicants)	Highest (Mandatory)
5	Upfront Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written Third Party Verification Examples of acceptable tenant-provided documents include, but are not limited to: pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)

3	Written Third Party Verification Form	Medium-Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third Party Verification	Low (Mandatory if written third party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

Welfare Payments or General Assistance:

Acceptable methods of verification include, in this order:

1. MHA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer generated Notice of Action
4. Computer generated list of recipients from Welfare Department.
- 5.

ALIMONY OR CHILD SUPPORT PAYMENTS

Acceptable methods of verification include, in this order:

1. Copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of the latest check and/or payment stub from Court Trustee, MHA must record the date, amount, and number of the check.
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

Note: If payments are irregular, the family must provide:

- (a) A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- (b) A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- (c) A notarized affidavit from the family indicating the amount(s) received.

- (d) Welfare notice of action showing amounts received by the welfare agency for child support.
- (e) Written statement from an attorney certifying that a collection or enforcement action has been filed.

NET INCOME FROM A BUSINESS

In order to verify the net income from a business, the MHA will view IRS and financial documents from prior years and use this information for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
 - i. Schedule C (Small Business)
 - ii. Schedule E (Rental Property Income)
 - iii. Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.

2. Audited or non-audited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
5. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the MHA will require that the applicant/participant complete a form for each customer which indicates; name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a self-certification that contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status / Minimum Rent

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. The MHA may run a credit report on families and household members claiming no income or if information is received that indicates the family has an unreported income source.

There is no minimum rent for participants.

Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income. Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

- Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

10.6 INCOME FROM ASSETS (24 CFR 5.609 (b) (3))

Savings Account Interest Income and Dividends

Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or MHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks and bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution provided that the MHA must adjust the information to project earnings expected for the next twelve months.

Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interests for the 12 months following the effective date of the certification or reexamination.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income).
2. A copy of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.7 VERIFICATION OF ASSETS

Family Assets

The MHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking accounts statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deduced from assessment.
- Financial statements for business assets.

- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Reexamination

For all Certifications and Reexaminations, the MHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or reexamination.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

Assets do not include personal property, interest in Indian Trust lands, or those assets not accessible by the family

10.8 VERIFICATION OF ALLOWABLE DEDUCTION FROM INCOME (24 CFR 5.61 (a) (4))

Child Care Expenses To Enable an Adult Family Member to Work or Attend School

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services. The expenses must be for the care of children under the age of 13.

Verifications must specify the child care provider's name, address, telephone number, social security number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families, who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one of more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled check, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made in outstanding medical bills that will continue over all or part of the next 12 months.

Copies or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. MHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists. But, not for one-time, non-recurring expenses from the previous year.

The MHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities (24 CFR 5.611 (c))

In all cases:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement from any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

Proration of assistance for "mixed" families:

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

10.9 VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the MHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required. INS documentation is not needed if the person is 62 years of age or older.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. Military discharge (DD 214)
- U.S. Passport
- Voters' registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption Papers
- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at the MHA's discretion, provide verification.

Verification of Marital Status

Note: This would be used to determine eligibility for possible income deductions and also for non-citizen purposes.

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

Verification of relationship:

Official identification showing names

Birth Certificates

Baptismal Certificates

Verification of guardianship

Court ordered assignment

Verification from social services agency

School records

Verification of Permanent Absence of Family Member

If the family reports permanently absent an adult member who was formerly a member of the household, the MHA will consider any of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, drivers' license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the property owner or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
- If no other proof can be provided, the MHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

Verification of Change in Family Composition

The MHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, property owners, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability may be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status (24 CFR 5)

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status pending except that assistance to applicants may be delayed while the MHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

The MHA will require citizens to provide documentation of citizenship.

Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States passport
- Resident alien/registration card
- Social Security card
- Other appropriate documentation as determined by the MHA

Eligible immigrants who were participants and 62 or over on June 19, 1995,

All are required to sign a declaration of eligible immigration status and provide proof of age.

Non -Citizens with eligible immigration status

All must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The MHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the MHA must request within 10 days that the INS conduct a manual search.

Ineligible family members

All who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-Citizen students on student visas

All are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide.

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

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the MHA must conduct the determination.

Extensions of Time to Provide Documents

The MHA will grant an extension of time not to exceed 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that **only** the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS or issuance of replacement of any of above documents that shows individuals' entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers (24 CFR 5.216)

Social Security numbers, certification of application for a Social Security number, or certification of no Social Security number are provided for all household members listed on the application. Individuals exempt from disclosure: Individuals who do not content to have eligible immigration status and or tenants age 62 + as of 1/31/2010 and or tenants who have previously disclosed a valid SSN.

Required documentation of Social Security Number includes a SSN Card issued by SSA; or an original document issued by Federal government agency (e.g. SSA, IRS, etc.); or State government agency. The document must contain the SSN of the individual; along with other identifying information (e.g. Unemployment office, Department of Social Services, Child Support Office, etc.). Head of Household is provided 90 days to provide such documentation of the SSN. The MHA may defer termination and extend time for an additional 90 days if

unforeseen circumstances outside of the control of the Head of Household prevent timely disclosure of required documentation.

C.O.R.I /S.O.R.I.

The MHA will obtain information on all adult members of the household under the applicable provisions of the Criminal Offender Record Information (CORI) regulations and in accordance with the MHA's CORI Policy. All members of the applicant household for which CORI will be sought will be notified in advance of this request. All members of the household are subject to a lifetime registration requirement under a state sex-offender registration program.

The MHA is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

No HAP contract can be approved until the MHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable.

During the initial term of the lease, the owner may not raise the rent. Furthermore, the contract rent must be reasonable during the whole course of the assisted tenancy in the voucher program. The term “reasonable” means that the owner’s proposed rent is within a range of rents that appropriately reflects the market conditions of a particular neighborhood in the city considering all of the relevant factors specified in 24 CFR part 982.507 and listed below. In all cases, the rent to owner may not exceed the rent charged by the owner for comparable unassisted units on the premises. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If there is a 5% decrease in the published Fair Market Rent (FMR) published by HUD in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

Rent Increases

The lease governs rent increases. To receive a rent increase, the Owner must send the request for a rent increase to the Participant and send copy of the request to the MHA sixty (60) days prior to the date of the requested increase. The rent may not be increased until after the initial one-year term of the Lease, or one-year has elapsed from the prior Lease amendment increasing the rent.

If the MHA grants a rent increase the adjusted rent will be the lesser of:

- (a) The Reasonable Rent as most recently determined by the MHA, or
- Milton Administrative Plan 2017

(b) The amount requested by the Owner.

Participant Approval required after MHA Approval

If the MHA grants the Owner the ability to increase the rent the MHA will discuss the effect of the proposed increased rent with the Participant. The MHA will advise the Participant of his or her share of the rent and their option to approve or disapprove of the rent increase. The Participant may negotiate the terms and the amount of the increase with the Owner and the MHA may assist the negotiation.

(a) ***Participant Approval of Rent Increase.*** If the Participant agrees to the increased rent the MHA will assist the Owner and the Participant in signing a Lease amendment to adjust the Contract Rent.

(b) ***Participant Disapproval of Rent Increase.*** If the Participant does not accept the increase in rent or negotiate a rent that is acceptable to both parties, one of the following may occur:

(1) The Owner may start an eviction proceeding against the Participant by citing a refusal to enter into a Lease amendment as a business or economic reason at the end of the initial one-year Lease term or after a year has elapsed from the last rent increase.

(2) The Owner and the Participant continue under the current terms of the Lease and contract, moving forward without an increase in rent.

(3) The Participant may request a Voucher to move to another Unit. The Participant must give thirty (30) days notice to the Owner and a copy of the notice to the MHA if the Participant intends to vacate the Unit.

The rent will not be increased unless:

(a) The Owner requests the increase in writing sixty (60) days prior to the date of the requested increase;

(b) The Owner has complied with all obligations of the HAP Contract and the HQS in the preceding year;

(c) The Participant approves the increase in rent to the Owner.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable unassisted units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number

of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable unassisted units.

Each participant file will contain documentation that a rent reasonableness review has been conducted for the assisted tenancy, except in cases such as conversion projects where rent reasonableness studies are conducted for entire developments and documentation is kept separately.

Rent Reasonableness Methodology

For all units receiving regular Housing Choice Voucher subsidy, MHA will perform rent reasonableness as follows:

1. MHA will review the rental information provided by the owner in the Landlord Package, and form HUD-52517, RFTA;
2. MHA will compare the requested rent amounts with comparable market rate unassisted units. MHA will obtain comparables from sources such as rent rolls, online databases such as Craig's List, newspaper listings, and any other independently verifiable source of information.

Owners must provide to MHA any information requested by MHA on rents charged by the owner for other units in the premises or elsewhere. Owners that do not comply with MHA requests for information will have their RFTA rejected and will be notified in writing with a copy to the family.

Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

By accepting the Housing Assistance Payment (HAP) each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The maximum family share at initial occupancy is a limitation on approved rent. At the time that a family initially receives assistance in a Housing Choice Voucher approved unit, if the gross rent for the unit exceeds the applicable payment standard, the family share of the rent may not exceed 40% of the monthly adjusted income. Request for Tenancy Approvals (RFTAs) submitted by families that would violate this family share requirement will not be approved.

11.4.1 Setting the Payment Standard

The payment standard is the maximum monthly subsidy MHA will pay for units, according to the number of bedrooms in the unit. It can be no less than 90% and no more than 110% of the HUD-determined Fair Market Rent (FMR) for the Primary Metropolitan Statistical Area (PMSA).

The Milton Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Milton Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Milton Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

Reasonable accommodation payment standards. The Housing Opportunity Through Modernization Act (HOTMA) allows PHAs to establish a payment standard of up to 120 percent of fair market rent (FMR) without HUD approval as a reasonable accommodation for a person with a disability.

Payment Standard Jurisdiction outside the town of Milton, MA. Although the Town of Milton, MA, constitutes the MHA's principal area of jurisdiction, the MHA has jurisdiction to administer the HCV program throughout the Commonwealth of Massachusetts. As such, MHA's Payment Standards will be set at 100% of HUD's FMR by bedroom size (studio, 1, 2, 3, 4, etc.) for each community located within each HUD Metro FMR Area in which the MHA administers vouchers.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size; or
 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

Reasonable accommodation payment standards. The Housing Opportunity Through Modernization Act (HOTMA) allows PHAs to establish a payment standard of up to 120 percent of fair market rent (FMR) without HUD approval as a reasonable accommodation for a person with a disability.

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent which is \$50.00

Plus any rent above the payment standard.

B. Minimum Rent.

The Milton Housing Authority has set the minimum rent as \$ 0.

C. Housing Choice Voucher Payment Standards

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
2. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

Increase in Payment Standard

If the payment standard amount is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Decrease in Payment Standard

A decrease in the payment standard amount will be applied on the anniversary of the first regularly scheduled recertification following the decrease (second annual recertification after the effective date of the decrease in payment standard). With HUD approval, MHA

reserves the right to apply MHA's new payment standard with a minimum of 60 days' notice to the family.

Application of Payment Standard

The payment standard that applies for a household when their initial lease is approved is the payment standard in effect when the lease is approved and executed by the tenant and owner. The payment standard that applies for a household when a scheduled recertification occurs is the payment standard in effect when all recertification documents have been received and the recertification information is entered into the computer system. The payment standard that applies to a household during an interim recertification is the payment standard which was in effect at the last regular recertification.

D. Change in Family Voucher Size

Irrespective of any increase or decrease in the payment standard amount, if the family voucher size increases or decreases during the HAP contract term, the new family size must be used to determine the subsidy standard for the family beginning at the family's first regular reexamination following the change in the family voucher size. The change in voucher size may occur as a result of a change in family composition or as a result of a change to MHA's subsidy standard. If the reduction in voucher size is a result of the departure of a household member, the tenant will be required to provide documentation of a decrease in family size such as a utility bill or lease at the former household member's new address. If other documentation is not available, MHA will use its discretion to assess whether alternative documentation can be used to show that the former household member no longer resides in the subsidized unit. If the family is residing in a unit larger than that approved according to their family size, the family will be required to pay the additional cost out of pocket to remain in the oversized unit.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and with special authorization for other tenant-paid utilities such as water and sewer. Housing services such as , trash collection fees may also be included. .

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Leased Housing Department.

The Housing Authority uses the utility allowance for the **smaller** of:

- the unit actually leased by the family
- or the voucher bedroom size (the number of bedrooms needed by the family as determined under the Housing Authority subsidy standards).

The Housing Authority may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

Application of Utility Allowances

The utility allowance that applies for a household when their initial lease is approved is the utility allowance in effect when the lease is approved and executed by the tenant and owner. The utility allowance that applies for a household when a scheduled recertification occurs is the utility allowance in effect when the recertification is complete. When utility allowances have been revised/updated, the revised/updated allowances will be applied to the family's rent and subsidy calculations at the first regular recertification after the allowance is adopted. With HUD approval, MHA reserves the right to apply the new standard with a minimum of 30 days' notice. For example, during an interim recertification, if the utility allowance was revised since the last regular recertification, MHA will apply the new utility allowance.

Utility reimbursement

- (a) If the amount of the Utility Allowance exceeds the Total Tenant Payment, the MHA shall pay the amount of such excess as a reimbursement for tenant-paid utilities (Utility Reimbursement) and the Tenant Share of Rent shall be zero.
- (b) The MHA either may pay the Utility Reimbursement to the Family or may pay the utility bill directly to the utility supplier on behalf of the Family.
- (c) If the MHA chooses to pay the utility supplier directly, the MHA must notify the Family of the amount paid to the utility supplier.

11.8 CHANGE OF OWNERSHIP

The Milton Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Milton Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Milton Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed showing the transfer of title; or letter from the attorney present at the closing which includes a statement regarding the transfer of title and identifying who the new owner is, and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Milton Housing Authority may withhold the rent payment until the taxpayer identification number is received. The MHA may not make retroactive payments to a new owner beyond two months.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS

The Milton Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Housing Choice Voucher Program unless the HQS is met. Units will be inspected at least biannually, and at other times as needed, to determine if the units meet HQS.

Alternative inspection methods for HQS

Per HUD Streamlining Rule (FR 5743-F-03), the MHA may rely on alternative inspection results for certain units in its annual inspections. Any annual inspections conducted at HOME or LIHTC units can be used as an inspection within the HCV Program.

Biennial Inspections

The MHA must conduct an HQS inspection of each unit under contract at least annually. The MHA reserves the right to conduct inspections more frequently. MHA will notify the family in writing at least 10 days prior to the inspection. Two missed inspection appointments within a 12 month period by the family will be considered an HQS failure and violation of family obligations under the program, and will result in termination of assistance.

If the unit does not pass inspection, the owner and tenant will be notified in writing of the defects and the 30-day requirement to make the repairs, or 24 hours if emergency failures are involved. The notice will inform the owner that HAP payments will be suspended the first of the next month if the defect has not been corrected within 30 days or, for emergency failures only, within 24 hours. It is the owner's responsibility to notify MHA that the HQS failure has been corrected. MHA reserves the right to accept inspection results from "passed" alternate inspections as allowed under HUD Implementation of Fiscal Year 2014 Appropriations Provision on Public Housing Agency Consortia, Biennial Inspections, Extremely Low-Income Definition and Utility Allowances (FR-5778-N-01). Alternate inspections that may be accepted include inspections conducted by other agencies for HOME, Low Income Housing Tax Credit (LIHTC) or by HUD's Real Estate Assessment Center (REAC).

The MHA will perform inspections in accordance with Chapter II of the Massachusetts State Sanitary Code and the Housing Quality Standards ("HQS") prescribed by HUD. The inspector will also check for compliance with regard to the following: compliance with the City Ordinance requiring smoke detectors, verify that the type of structure and utilities are accurately described on the RTA (if applicable), rate the quality of the Unit, measure the square footage of each room where necessary, and list all amenities and

services as noted on the Housing Quality Addendum. HQS consists of the following thirteen performance requirements:

- (a) Sanitary facilities;
- (b) Food preparation and disposal;
- (c) Space and security;
- (d) Thermal environment;
- (e) Illumination and electricity;
- (f) Structure and Materials;
- (g) Interior air quality;
- (h) Water supply;
- (i) Lead-based paint;
- (j) Access;
- (k) Site and neighborhood;
- (l) Sanitary conditions; and
- (m) Smoke detectors.

12.1 Quality Control

The MHA will re-inspect a sample number of units to verify accuracy and consistency. The re-inspected sample will be selected from inspections that were completed in the previous three months and represent a cross section of neighborhoods and MHA inspectors.

Initial Inspections

When a Family submits a RTA to the MHA an initial inspection is triggered.

In cases of initial inspections, the Owner has an obligation to schedule the inspection once a RTA is submitted to the MHA. The RTA will expire within sixty (60) days of submission if no action is taken by the Owner to schedule the inspection for the

Apartment. The Unit must pass the HQS inspection before the execution of the Assisted Lease and Housing Assistance Payments (HAP) contract and the initiation of payments.

The MHA must conduct the inspection within a reasonable time after the Family submits a RTA. If possible, the inspection should be completed within fifteen (15) days.

Apartment cannot be inspected

If for any reason the Apartment cannot be inspected (the Apartment is occupied or inaccessible), the Inspections Department will immediately notify the MHA, who will in turn send the Family an Agency Determination Form. The MHA will not inspect occupied Apartments.

Deny Request for Tenancy Approval

The MHA may deny a request to inspect an Apartment of behalf of a Family because an Owner has a repeated history of violations of program rules and regulations including repeated violations of HQS or records indicate that the Owner did not make corrections after he was notified of deficiencies related to lead based paint.

Length of Validity (Initial Inspection)

If an Apartment passes initial inspection, the results are valid for a maximum of ninety (90) calendar days. The start date of the Assisted Lease must fall within this period. If the Lease term will start later than ninety (90) days after the Unit passed inspection, the Unit must be re-inspected and must pass inspection prior to the start of the HAP Contract.

Time Provided for Repairs

If the Unit does not comply with HQS requirements within the MHA specified time frame, the MHA may cancel the tenancy approval process and instruct the Family to search for another Apartment.

In cases of initial inspections, the MHA Inspector will re-inspect the Unit prior to the thirty (30) day period granted to make the repairs if request is made by Owner and provided that adequate staffing exists to perform such an inspection.

Inspection Notice Requirements

The MHA will notify the Family and Owner of the inspection results in writing. The Owner must receive detailed information for all failed and inconclusive inspection items so that he or she is fully aware of the work necessary to pass the HQS inspection.

If the Apartment fails inspection for any reason, the MHA will notify the Owner of repairs needed. If the Owner is unwilling to perform the requested repairs, the Voucher holder must then submit another "Request for Tenancy Approval" before his/her Voucher or any Voucher expires. If the Owner indicates that (s)he is willing to make the requisite repairs, the MHA shall exercise discretion with respect to the period within which the Owner must make repairs in order for the Voucher holder to execute a Lease for the Apartment.

Annual Inspections

Scheduling Inspections (Annual)

The MHA Section 8 Department will inform the Owner and the Participant of the date of the inspection in writing. The Section 8 Department will ask the Participant to contact the Section 8 Department to make other arrangements if the Apartment cannot be inspected at the assigned time. The Section 8 Department will notify the Family of the appointment in writing and mail a copy of the inspection report to the Owner after the inspection. A copy of the inspection report will be provided to the Family.

Denial of Inspector's Access to Unit

Unexcused failure by a Participant to grant access to MHA inspectors is grounds for termination of HCVP assistance. Notices of inspections or notices sent because of failure to provide access will include the following information.

- (a) Excuse for denied access. If the Family denies the inspector access to the Unit after reasonable notice, the Section 8 department will reschedule the inspection appointment if the tenant has a reasonable excuse for denying access to the Unit.
- (b) No Excuse for denied access. If the Family denies the inspector access to the Unit after reasonable notice and the tenant does not give a reasonable excuse, the MHA will propose termination of the tenant's subsidy.
- (c) Denied access for a rescheduled appointment. If the Family denies the inspector access to the Unit after reasonable notice for a second/rescheduled appointment the MHA will propose termination of the Family's subsidy.

Length of Validity

Once the Apartment has been inspected and approved, the approval shall be valid for a twelve (24) month period from the date of the annual inspection unless the inspection department conducts an interim re-inspection during the twelve (24) month period.

Interim Inspections

The MHA may order an interim inspection of any Apartment upon the request of the Family or Owner to determine that:

- The Apartment is still in acceptable condition; or
- The Owner or Family is meeting contractual and regulatory obligations to provide utilities and other services; or
- If an Owner or Family is violating other program rules.

Inspection Failure (Annual and Interim)

Time Parameters for Corrections of Inspections Violations:

(a) The MHA requires that a landlord correct any conditions deemed to endanger or impair health or safety within 24 hours. Serious violations of this nature include but are not limited to: lack of heat, lack of water, lack of bathing facilities, lack of electricity, lack of gas (where applicable), exposed wiring or other hazardous defects in the electrical system, and dangerous structural defects.

(b) All other violations must be corrected within thirty (30) days, unless the MHA approves an extension.

(c) The MHA will also comply with the time parameters set forth in the Massachusetts State Sanitary Code. (See 105 CMR § 410.830).

Stopping and Resuming Payments after Interim or Annual Inspection

If an Apartment fails inspection, the Section 8 department will notify the Owner of the violations in writing. The Section 8 department will schedule the re-inspection within thirty (30) days from the date the Section 8 Department sent the notice of violations to the Owner.

Abatement

A Notice of Abatement will be sent to the owner and the abatement will take effect on thirty (30) days from the date of the failed inspection. The notice is for thirty (30) days depending on the nature of the repair needed.

The PHA will inspect the unit as soon as possible after notification that the work is completed. If the owner makes the repair during the abatement period, payment will resume on the date the unit passes inspection.

If there is an unavoidable delay in completing the repairs due to difficulties in obtaining parts, contracting for services, climate or some other uncontrollable reason and the owner has made a good faith effort to make the repairs an extension may be granted.

Termination of Contract

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date on the termination notice, the abatement will remain in effect. If the repairs are made before the effective termination date, the PHA may rescind termination.

(a) **Serious Violations and “Stop Payment”.** If a serious violation exists, the Inspector will notify the Owner by telephone that the violations must be corrected within 24 hours. The Section 8 department may also issue the Owner a written letter detailing the serious violations. The Section 8 department will inform the Owner of a re-inspection date that is at least twenty-four (24) hours after the inspector identified the violation(s). If the Owner fails to correct the violations within the twenty four (24) hour period, the MHA will place the Unit on Stop Payment. The MHA reserves the right to terminate a HAP Contract for a Unit that is placed on Stop Payment. A Stop Payment will remain in effect until the Unit receives inspection approval. The Owner cannot recover Subsidy payments for periods during which a Unit is on Stop Payment.

Examples of serious violations include but are not limited to the following: lack of heat, lack of water, lack of bathing facilities, lack of electricity, lack of gas (where applicable), exposed wiring or other hazardous defects in the electrical system, and dangerous structural defects.

Re-inspection (Follow-up inspection)

MHA staff will abide by the following procedures in processing re-inspections.

(a) **Incomplete Repairs.** When the Owner is in the process of correcting cited violations resulting from the initial inspection; the inspector will reject the Unit and may grant the Owner additional time to complete the repairs. The MHA will then reschedule a second re-inspection date and notify the Owner in writing. The Section 8 department will send a copy of the second re-inspection notice to the Family.

If upon the second re-inspection the Owner has not completed and repaired all cited items set forth in the initial inspection the inspector will note the remaining cited items on the inspection report and recommend to the Section 8 Director that the MHA suspend subsidy payments. If the Director approves the recommendation, the Owner will be informed in writing that the MHA has stopped subsidy payments on the Unit.

(b) **No Effort to Make Repairs.** If the inspector determines that the Owner made no effort to repair the previously cited item(s), the inspector will note this on his report and

recommend to the Section 8 Director that the MHA suspend subsidy payments to the Owner. If the Director approves the recommendation to suspend the subsidy, the Section 8 department will notify the Owner of the “Stop Payment” by mailing a letter.

(c) Cited Items Repaired, New Violations Discovered. If the Inspector determines that the Owner has repaired all cited items but discovers new violations during the re inspection, the inspector will reject the Unit. The inspector will note on the inspection report that the Owner repaired the previously cited items. The Inspector will also specify and separately list the new violations in a new inspection report.

The Section 8 department will then schedule a re-inspection date and notify the Owner in writing. The re-inspection will be within thirty (30) days of the notice to the Owner date. The MHA will send a copy of this letter to the tenant. New violations in such a Unit, for purposes of scheduling re-inspection and imposing suspensions of subsidy payments, will be considered first time violations, unless the violations are deemed “serious”.

HAP Contract Termination Criteria

The MHA may terminate the HAP Contract for the following causes:

(a) The MHA has suspended the subsidy and found the Unit to be uninhabitable due to fire or other natural disaster;

(b) The Unit has been without one or more of the following for a period of thirty (30) days: heat, hot water, electricity, or bathing facilities (this does not apply to conditions resulting from Tenant neglect);

(c) If the Owner does not complete the necessary repairs within the specified time granted by the MHA, and offers no acceptable explanation for the delay, the MHA may terminate the HAP Contract for the Apartment. If the MHA terminates the HAP Contract due to Owner non-compliance, the MHA will issue the Family a new Voucher.

(d) If after six (6) consecutive months of Stop Payment, the MHA determines that the Owner will not make repairs, or the Owner notifies the MHA that they will not make the necessary repairs to bring the Unit into compliance with the State Sanitary Code, the MHA will terminate the HAP Contract for the Unit and offer the Family a new Voucher.

(e) The MHA shall terminate the HAP Contract with an Owner who, after notification that a child under the age of six (6) residing in the Unit has an elevated intervention blood level of lead (EIBL) in his/her blood, fails to have the Unit (including the exterior and common areas) tested within fourteen (14) days by a licensed lead-based paint inspection company using an X-ray fluorescence analyzer (XRF machine). The MHA will also terminate the HAP Contract with an Owner of a Unit where a child under six (6) lives, after notification that the Unit common areas, or exterior of the building

contains lead based paint, fails to have the Unit, common areas and/or exterior de-leaded within thirty (30) days.

(f) The MHA shall terminate the HAP Contract with an owner who, after notification that a child under the age of six is now residing in the unit of a building constructed prior to 1978, fails to provide a Lead Certificate of Compliance or Letter of Interim Control by the deadline date spelled out in the notification letter.

Notice of Subsidy Termination

The MHA will notify the Owner in writing of the HAP Contract termination. The MHA will give the Participant a new Voucher if the MHA terminated the HAP Contract due to Owner non-compliance

Lead Paint Policy

The MHA Section 8 department has established the following policies and procedures to comply with federal regulations pertaining to the identification and treatment of lead-based paint hazards in Section 8 Units. The following policy is in two sections: Part I - New and Relocating Tenants, and Part II- Annual and Interim Recertification.

As used in this document, the term "EIBL" shall mean Elevated Intervention Blood Lead Level defined as a condition in which the amount of lead detected in a child's system is at or exceeds 20 micrograms per deciliter of whole blood.

Part I – New and Relocating Tenants

(a) Child under Six -- No EIBL. If a child under the age of six without an EIBL will live in the Unit, the MHA will require the Owner to:

(1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction, or:

(2) Provide the MHA with a certificate indicating compliance with the Massachusetts lead-based paint law. The certificate must be issued by a registered lead paint inspection company and must indicate that the unit's interior, common areas and exterior are in compliance with the Massachusetts lead paint law.

Certificates dated prior to 7/1/88 will be accepted unless previously intact paint in the interior, common areas or exterior of the Unit is now cracking, scaling, chipping, peeling, or loose; or the building has undergone renovation since a certificate was issued.

(3) The MHA Inspector will reject any Unit that has any cracking, scaling, chipping, peeling, or loose paint on the apartment interior, common areas, or exterior of the building.

Note on HAP effective dates in buildings constructed before 1978:

The MHA will not execute a HAP Contract for a Unit in a building constructed before 1978 without first receiving a Certificate of Compliance. The HAP Contract in such a Unit may then be made effective no earlier than the later of these two dates: the inspection approval date; or the date indicated on the Certificate of Compliance.

Note on HAP effective dates in buildings constructed after 1978:

HAP Contracts in Units constructed after 1978 shall be made effective no earlier than the date of inspection approval.

(b) Child under Six - EIBL History. If a child under six who has or has ever had an EIBL will live in the Unit, the MHA will require the Owner to:

(1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction; or

(2) Provide the MHA with a certificate indicating compliance with the Massachusetts lead-based paint law. The certificate must be issued by a registered lead paint inspection company using an X-ray Fluorescence Analyzer (XRF) and must indicate that the unit's interior, common areas and exterior are in compliance with the Massachusetts lead paint law. HUD will accept only XRF results. Certificates dated prior to 7/1/95 will not be accepted.

Regardless of the receipt of a certificate of compliance, the MHA Inspector will reject any Unit for leasing that has any cracking, scaling, chipping, peeling, or loose paint on the interior, common areas, or exterior of the building. Once the offending surfaces have been brought back into compliance, the owner must provide the MHA Inspector an addendum to the original lead certificate of compliance. The owner may also be required to submit clearance test results (aka surface wipe test) from a Massachusetts licensed laboratory.

Note on HAP Contract effective dates in buildings constructed before 1978:

The MHA will not execute a HAP Contract for a Unit in a building constructed before 1978 without first receiving a certificate of compliance or Letter of Interim Control. The HAP Contract in such a Unit may then be made effective no earlier than the later of these two dates: the inspection approval date; or the date indicated on the certificate of compliance.

Note on HAP Contract effective dates in buildings constructed after 1978:

HAP Contracts in Units constructed after 1978 shall be made effective no earlier than the date of inspection approval.

(c) No Child under Six. There are no lead paint requirements for Units where no child under six will reside.

Part II - Annual and Interim Recertification

(a) **Child under Six - EIBL History.** When MHA staff become aware during the annual or Interim Recertification process that a child under six living in a Unit has or has ever had an EIBL, the staff member shall ask the Head of Household for medical documentation of the lead poisoning. Once medical documentation has been received, the MHA shall forward said documentation to the Inspector. The Inspector shall send a letter to the Apartment Owner informing him/her that (s)he must:

- (1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction; or
- (2) Have the Apartment, its common areas, and exterior, tested in accordance with Massachusetts law by a registered lead paint inspection company using an XRF analyzer. The letter from the Inspector shall also inform the Owner that he must send a copy of the XRF test results to the MHA within fourteen (14) days or the MHA will terminate the unit's HAP Contract. If the XRF test results indicate unacceptable lead levels in the Unit, its common areas, or exterior, the Inspector will notify the Owner in writing that he must de-lead the Unit and affected areas within 30 days and provide the MHA with a certificate from a registered lead paint testing company verifying that abatement has been completed.
- (3) Failure to do so will result in the MHA's termination of the HAP.

Child under Six – No EIBL History. When a Leased Housing staff member becomes aware during the annual or Interim Recertification process that there is a child under six living in a Unit, the staff member shall so inform the Inspector. The Inspector shall send a letter to the Apartment Owner informing him/her that (s)he must:

- (1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction; or
- (2) Have the Apartment, its common areas, and exterior, tested in accordance with Massachusetts law by a registered lead paint inspection company using an XRF analyzer. The letter from the Inspector shall also inform the Owner that he must send a copy of the XRF test results to the MHA within fourteen (14) days or the MHA will terminate the unit's HAP Contract. If the XRF test results indicate unacceptable lead levels in the Unit, its common areas, or exterior, the Inspector

will notify the Owner in writing that he must de-lead the Unit and affected areas within 30 days and provide the MHA with a certificate from a registered lead paint testing company verifying that abatement has been completed.

(3) Failure to do so will result in the MHA's termination of the HAP.

(b) **Rejection Regardless of Certificate.** Regardless of the receipt of a certificate of compliance, the MHA Inspector will reject any Unit for leasing that has any cracking, scaling, chipping, peeling, or loose paint on the interior, common areas, or exterior of the building.

(c) **No child under six.** There are no lead paint requirements for units where no child under six (6) resides.

13.0 CONTINUED PARTICIPATION

13.1 ANNUAL REEXAMINATION

At least annually the Milton Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Milton Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary such as any changes to family composition to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. Upon receipt of verification, the Milton Housing Authority will analyze and verify all information, recalculate the family share of the rent and notify both the tenant and the owner of any changes.

If the family does not respond to the reexamination interview appointment, the MHA will send the tenant a "Proposed Termination Notice". Participants will be given 10 calendar days from the date of the notice to request a conference at which they will be granted the opportunity to meet with MHA staff to resolve any outstanding matters that prevent MHA from determining their eligibility for a Section 8 rent subsidy.

13.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 day's notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

13.2 INTERIM REEXAMINATIONS –

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Milton Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- D. Family break-up
- E. An increase in income

Family Break-Up

In circumstances of a family break-up, the Milton Housing Authority will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Milton Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Milton Housing Authority will make determinations on a case by case basis.

The Milton Housing Authority will issue a determination within 30 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

13.3 ADDITION TO FAMILY AND HOUSEHOLD COMPOSITION:

A. ADMISSION OF ADDITIONAL MEMBERS TO AN EXISTING FAMILY (OR HOUSEHOLD)

With the exception of children who join the family as a result of birth, adoption, or court awarded custody, a family must receive MHA approval to add a new family member or other household member. In all instances, even where approval is not required, new members must still be reported to the Milton Housing Authority immediately. When any new member is added, the MHA will conduct a reexamination to determine any new income or deductions associated with the additional member and to make appropriate adjustments in the family share of the rent and the HAP payment.

The MHA will not approve the addition of a new family or household member unless the individual meets the MHA's eligibility criteria and documentation requirements.

If the MHA determines an individual meets the eligibility criteria and documentation requirements, the MHA will provide written approval to the family.

If the MHA determines that an individual does not meet the MHA's eligibility criteria or documentation requirements, the MHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

If the addition of a new family (or household) member or live-in aide will cause overcrowding according to HQS standards but approval is still required under this plan then the approval letter will explain that the family will be issued a voucher and will be required to move.

1. General Additions

The MHA will allow additions to the family or household in the following instances:

1. Birth, adoption, court awarded custody; or
2. Marriage or addition of domestic partner; or

3. A person with a disability requires the addition of a person or persons to the household as a reasonable accommodation.

In the tenant-based program, prior to allowing the addition of the household member, the existing head of household must secure the owner's written permission to add the new member to the household unless the addition of the particular member is required by law.

An additional person may not be added to the household until he or she has met all program requirements, including providing social security numbers, information on citizenship status, appropriate income release forms, and the Criminal Offender Record Information check where applicable based upon the age of the proposed new family member.

The MHA prohibits the addition of any person to the household who would normally be denied initial admission to the program in accordance with this Administrative Plan.

Upon approval by the MHA, which shall always have a prospective effective date, the new household member is immediately subject to all the requirements, and receives all the benefits, of the assisted housing program.

2. Foster Child and Adult

The MHA, at its sole discretion, may approve the addition of a foster child to the assisted family's household at the written request of the head of household.

Approval of a foster child will generally be granted if:

- (1) The Department of Children and Families (DCF) has verified that such is an official foster care placement;
- (2) No extenuating circumstances which would lead the Milton Housing Authority to believe the addition of the foster child would be inappropriate, and;
- (3) Documentation of the above is provided and verified by the Milton Housing Authority.

A foster adult is usually a person with a disability, unrelated to the tenant family, who is unable to live alone. Approval of a foster adult will generally be granted if:

- (1) Certification from a Social Service Agency that the adult cannot live alone;
- (2) No extenuating circumstances which would lead the Milton Housing Authority to believe the addition of the foster adult would be inappropriate, and;
- (3) Documentation of the above is provided and verified by the Milton Housing Authority.

Unless prohibited by law, the provisions set forth in section 1. General Additions above also apply in the case of MHA approval of Foster Child or Adult.

3. Live-in Aide

a. Approval of a Live-in Aide

A live-in aide is a person who resides with a person or persons who are elderly, near elderly, and/or have a disability [24 CFR 5.403].

The live-in aide:

1. Must be essential to the care and well-being of the person(s).
2. Must not be obligated for support of the person(s).
3. Would not be living in the unit except to provide necessary supportive services.

The MHA may approve a live-in aide for a family upon verification of need by a qualified health care or service provider subject to c. *Refusal to Approve a Live-In Aide*, of this Administrative Plan.

A live-in aide is not required to have citizenship or eligible immigration status. The aide must, however, provide a valid (unexpired) photo identification card that at a minimum indicates the aide's name and birth date. If the photo identification is not of government- issue, the aide must also provide one additional form of identification. Identification documents must be attached to any request for a criminal history check.

For information concerning the appropriate family unit size when the MHA has approved a live-in aide for a family see Section addressing Subsidy Standards within this Administrative Plan. Unless prohibited by law, the provisions set forth in section 1. General Additions above also apply in the case of MHA Approval of Live in Aide.

b. Identification Required for Live In Aide

The MHA provides an additional bedroom to the family unit size to accommodate an approved live-in aide. In order for a family to receive a voucher with an additional bedroom for a live-in aide, the aide must:

- Personally appear at the HA offices;
- Provide a picture ID;
- Complete a certified statement indicating that the assisted unit shall be the aide's primary residence and that the individual meets the regulatory definition of a live-in aide;
- Sign a Family Obligations statement separately from the family members; and
- Undergo a criminal history check and any other procedures required by the Administrative Plan to determine whether the aide should be allowed in the household.

The MHA shall not issue a voucher of a larger bedroom size to accommodate a live-in aide unless and until an aide has met the above requirements and has passed a criminal history check.

c. Refusal to Approve a Live-in Aide

The MHA may refuse to approve or may withdraw its approval of a particular person as a live-in aide for the reasons indicated in 24 CFR part 982, or if the live-in aide (a member of the household) is barred from participation in assisted housing programs for any of the reasons stated (and in accordance with the time frames expressed) within the sections covering denial and termination this Administrative Plan. The date on which the applicant or participant requests MHA approval of the person to become a live-in aide or the date the MHA becomes aware that the aide was debarred, whichever is later, is used to determine whether the period of debarment has elapsed.

At any time MHA can refuse to approve, or withdraw approval of, a live-in aide if:

- 1) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; or
- 2) The person commits drug-related criminal activity or violent criminal activity; or
- 3) The person currently owes rent or other amounts to the MHA or to another Public Housing Agency (PHA) in connection with Section 8 or public housing assistance under the 1937 Act; or
- 4) The person fails to comply with MHA requirements for a live-in aide including the requirements contained in this Administrative Plan.

The MHA may require a participant to terminate the services of a particular live-in aide as a condition of continued assistance or may require an applicant to terminate the services of a particular live-in aide as a prerequisite to issuing a voucher or to approving a tenancy.

Any refusal or withdrawal of approval will be in writing and will allow the applicant or participant a thirty day period in which to locate a replacement aide.

4. Caretakers for a Child

If the head of household or co-head are no longer in the household, such as in the case of incarceration, and his or her child remains in the unit, the MHA will take the following actions.

(1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

(2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the HA will extend the caretaker's status as an eligible visitor.

(3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.

(4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

Unless prohibited by law the provisions set forth in section 1. General Additions above also apply in the case of HA approval of HA Approval of Caretaker for a Child.

13.4 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Milton Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

Initial Lease Term

The MHA prohibits a Family from moving during the initial Lease term. If the Family vacates the Apartment in violation of the Lease, their Section 8 assistance may be terminated.

Pending Adverse Action

The MHA may deny relocation with continued assistance where there are grounds for denial or termination of assistance.

Exceptions to the Prohibition to Move During the Initial Lease Term

- The Unit has been on Stop Payment for more than 30 days.
- An HQS breach not caused by the Family is determined to be life-threatening.

- The move is required as a Reasonable Accommodation for a Disabled Person.
- There is mutual consent between the Owner and the Participant.
- The Family will not be prohibited from moving during the initial lease term so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the Unit in order to protect the health or safety of an individual member of the household who is or has been the victim of Domestic Violence, Dating Violence or Stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling Unit.
- Other exceptions which the MHA deems it necessary for the Family to relocate, including but not limited to, Domestic Violence, Dating Violence, or Stalking.

Issuance of a Voucher

The MHA will issue a Voucher anytime that a Participant requests one, regardless of whether or not they gave proper notice to their current landlord.

Change of Ownership

Upon notification in writing that Ownership of an assisted Unit has changed, the MHA will Stop Payment to the former Owner. In order for the MHA to begin payment to the new Owner, the former Owner must assign the HAP Contract and Lease to the new Owner, the new Owner must complete and sign a W-9 form to verify tax reporting. The new Owner must also provide the MHA with a certified copy of the deed or attorney's letter documenting Ownership.

Eviction

The Owner must notify the MHA in writing when commencing eviction procedures against the Family. A copy of the eviction notice served on the Family is sufficient notice.

Family Absence from a Unit

Absence means that no member of the Family is residing in the Unit.

Over-income Termination of subsidy

If the Family's income share does not fall below the lower of the Gross Rent or the applicable Payment Standard in six (6) months, the MHA will terminate the Family's assistance.

Voucher Issuance Upon Request for Relocation

Families who intend to move with continued assistance are issued a Relocation Voucher with a term of 120 days. See *24 CFR § 982.302(a)*. If a Family does not locate a new unit within the term of the voucher and any extensions, the Family may remain in its current unit with continued assistance if both the owner and the MHA approves. Otherwise, the Family will lose its assistance.

Denial of Relocation and / or Voucher Issuance

The MHA may deny a move with continued assistance if there are grounds for denial or termination of assistance. The Family will be required to complete any annual reexamination process due within 120 days before the request to move is approved.

Owner HAP When the Family Moves

If the family moves out of the unit, the PHA may not make any HAP to the owner for any month after the month the family moves out. The owner may keep, however, any housing assistance payment for the month during which the family moves out.

14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE MILTON HOUSING AUTHORITY

Termination of Assistance: Definitions

Drug Related Criminal Activity

The manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell or distribute a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802); (b) The use or possession (other than with intent to manufacture, sell or distribute) of a controlled substance, except that such use or possession must have occurred within one year before the date that the PHA provides notice to an Applicant to deny Admission pursuant to 24 C.F.R. § 982.553.

Violent Criminal Activity

Violent Criminal Activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Termination Restrictions Due to Domestic Violence

See VAWA section for restrictions regarding the termination of a participant who may be a victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking.

Mandatory Termination

The following chapter outlines the program violations for which the MHA can terminate a Family's assistance. Certain program violations allow the MHA to use its discretion in deciding whether or not terminate the Family's assistance. The following are list of program violations which require the MHA to terminate the Family's assistance:

Eviction for Lease Violations

The MHA must terminate program assistance for a Family evicted from federally assisted housing for serious violations of the Lease. The MHA will use its discretion to determine which Lease violations are serious.

Consent Forms

The MHA must terminate the assistance of a Participant if any Family member fails to sign the Consent forms as required in 24 C.F.R. part 5, Subparts B and F.

Evidence of Citizenship

The MHA must terminate assistance if the Participant has failed to submit evidence of eligible immigration status or a form certifying that a Family member does not wish to claim eligible Citizen or non-Citizen status for each Family member, or because the Applicant or Participant cannot provide evidence of Citizen, National, or Eligible Non-Citizen Status for at least one Family Member pursuant to 24 C.F.R. part 5 (See Chapter 5 section 5.6 for requirements for evidence of Citizenship and immigration status).

Manufacture of Methamphetamine

The MHA must terminate assistance if a Participant has ever been convicted of Drug Related Criminal Activity as a result of manufacture or production of methamphetamine on the Premises of federally assisted housing. The Premises includes the dwelling, common areas, and grounds. The Administrator or his or her designee may use discretion at any time (before or after an informal hearing) to decide whether or not to terminate a Family's assistance for any of the program violations listed in this section.

Consideration of Circumstances

The MHA will use the following non-exhaustive list when using its discretion to decide whether or not to terminate the subsidy:

- (a) *Consideration of circumstances generally.* The MHA has the discretion to consider all of the circumstances in each case including, but not limited to, the seriousness of the offense, the extent of the criminal history, the extent of participation by Family members, and the effects that termination will have on Family members not involved in the alleged activity.
- (b) *Reasonable Accommodation.* The MHA shall consider a request for Reasonable Accommodation by a Participant who has a disability or handicap, has a record of a disability or handicap, or is perceived as having a disability or handicap. The MHA will follow its Reasonable Accommodation Policy to determine whether or not an Accommodation should be made for a Participant who is a Disabled Person.
- (c) *Mitigating Circumstances.* The MHA shall consider mitigating circumstances such as active participation in, or completion of, a supervised drug treatment program.
- (d) *Termination of a portion of the Family.* The MHA may, in its discretion, terminate only certain members of the Family, if there is sufficient evidence that the Family member who engaged in the alleged activity will not reside in the unit or if the Head of Household certifies that the Family Member who engaged in the alleged activity will not reside in the Unit.
- (e) *Domestic Violence.* The MHA may consider an incident or incidents directly related to Domestic Violence, Dating Violence, Sexual Assault or Stalking as mitigating circumstances is directly related to the reason for termination.

Eviction from Federally Assisted Housing

If any member of the Family has been evicted from federally assisted housing for serious or repeated lease violations in the past five years.

Termination of Assistance

If a Public Housing Authority has ever terminated assistance under the program for any member of the Family.

Debt to Housing Authority

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- (a) If the Family currently owes rent or other amounts to the MHA or another Public Housing Authority in connection with Section 8 Program, public housing assistance under the U.S. Housing Act of 1937, or any other Publicly Assisted Housing Program.[1]
- (b) The Participant as a previous or current Participant in the Section 8 program has not reimbursed the MHA or another Public Housing Authority for amounts paid to an Owner under a Contract for rent or other amounts owed by the Family under the Lease.
- (c) If the Family breaches an agreement with the MHA to pay amounts owed to the MHA, or amounts paid to an Owner by the MHA.

Fraud

If any member of the Family has committed fraud, bribery, or any other corrupt criminal act in connection with any Federal housing program. When a participant has failed to accurately report his/her family composition and income information or falsely verifies said information resulting in the MHA overpaying a subsidy on his or her behalf the participant must repay these monies to the MHA. A Section 8 participant is obligated to pay money owed to the MHA as a condition of continued participation in the program.

- (i) The family must either pay the amount owed in full within thirty (30) days of the MHA determination of debt; or
- (ii) Enter into a repayment agreement and abide by its terms

Terms of the Agreement

The maximum term of a repayment agreement should not exceed thirty-six (36) months. A waiver of up to twenty-four (24) additional months may be granted by a MHA Leased Housing director or his/her designee for verifiable mitigating circumstances. The monthly payment is set at the discretion of the MHA, so that the debt in full will be satisfied within the thirty-six (36) month period. The participant may make a lump sum payment up front to reduce his/her monthly obligation.

If a participant misses a total of three payments at any time during the term of the repayment agreement, he/she is in default of the agreement and the MHA will proceed with termination upon notice to the participant. If the participant pays the entire debt in full or the participant becomes current with the repayment agreement, prior to the date of the termination hearing, Leased Housing may decide to withdraw its proposed termination.

The MHA is not obligated to enter into a repayment agreement with a participant. The MHA may terminate assistance to a family for reasons including, but not limited to: 1) fraud; 2) refusing to enter into a repayment agreement; and or 3) any violation of family obligations, including fraud.

If a participant's assistance is terminated and or a participant has failed to abide by any repayment agreement, the MHA may take all necessary steps to collect monies owed including referring the matter to a third party debt collector, reporting monies owed to EIV and or legal

action. The MHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family or if the amount of debt owed by the family exceeds the Federal or State threshold for criminal prosecution.

Drug Related Criminal Activity

The MHA may terminate assistance for a Participant Family if the MHA determines that any Family Member is currently engaged in:

- (a) Any illegal use of a drug; or
- (b) A pattern of illegal use of a drug which interferes with the health, safety or right to peaceful enjoyment of the Premises by other residents.

Alcohol Abuse

The Participant's or a Family member's abuse or pattern of abuse of alcohol may threaten the health or safety of, or the right to peaceful enjoyment of the Premises by other residents.

- (a) A Participant's dependency on alcohol will not help to mitigate violations of the Participant's requirement to meet the obligations of the program.
- (b) The MHA may require a Family member whose abuse or pattern of abuse of alcohol has threatened the health or safety of, or the right to peaceful enjoyment of the Premises by other residents to submit evidence of participation in, or successful completion of, a treatment program as a condition preceding being allowed to reside in the Unit.

Behavior towards MHA staff

If the Family member has engaged in or threatened abusive or violent behavior towards MHA personnel either physically or verbally.

Violation of Family Obligations

The Participant has violated any Family obligation under the program by action or failure to act as set forth in 24 C.F.R. § 982.551.

Termination of Assistance Due to Lack of Adequate Funding

Background

The MHA is prohibited from assisting Families over either its annual baseline number of Vouchers per its approved Annual Contributions Contract (ACC) with HUD or its Annual Housing Assistance Payments (HAP) Budget Authority from HUD. In the event that the MHA's Annual HAP Budget Authority is reduced to an amount that will no longer support the number of Families currently participating in the program, the MHA shall determine the number of families that must be terminated from assistance due to the lack of adequate funding from HUD. The MHA shall follow the steps outlined in this section in terminating assistance to families.

Excluded Families

A Family in any of the following categories shall be excluded from any termination of assistance due to lack of funding from HUD:

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The MHA shall terminate the HAP contract on behalf of a Family based upon the Families date of admittance to the program. For this purpose, the MHA shall consider the Family's original Lease date under the MHA's Section 8 Program to be their date of admittance to the HCVP. The Family that was first admitted to the program, according to their Lease date, shall be the first to have the HAP contract terminated due to the lack of adequate funding from HUD. The MHA will refer Families where the HAP contract on their behalf has been terminated to appropriate agencies to find available housing.

Referral of Families to other MHA programs

The MHA may refer families where the HAP has been terminated due to lack of adequate funding from HUD, to any other MHA programs which may have vacancies in an effort to house these families.

Resumption of Terminated Subsidies

The MHA will reissue a voucher to Families, where the HAP contract has been terminated due to lack of funding only when funding is restored to levels adequate to support the resumption of additional HAP payments. The MHA will do so by the participants admittance dated (original lease date) beginning with the most recent admittance date to oldest admittance date.

13.5 Family Obligations

Tenants Informed of Family Obligations

The MHA will supply the Family with a written description of the Family obligations . The Head of Household will sign the Family obligations at each annual Recertification to certify that he/she understands and will comply with the obligations of the program. Participants in the HCVP must follow the Family obligations. Violation of the Family obligations by an act or a failure to act may result in termination of assistance.

This section states the obligations of a Participant Family under the program:

(a) *Supplying required information.*

- (1) The Family must supply any information that the MHA or the Department of Housing and Urban Development (HUD) determines necessary in the administration of the program, including submission of required evidence of Citizenship or eligible immigration status (as required by federal regulations. "Information" includes any requested certification, release or other documentation.
- (2) The Family must supply any information requested by the MHA or HUD for use in a regularly scheduled reexamination of Family income and composition in accordance with HUD requirements.
- (3) The Family must disclose and verify social security numbers (as provided by part 5, subpart B of 24 C.F.R.) and must sign and submit Consent forms for obtaining information in accordance with part 5, subpart B of 24 C.F.R.

(b) **HQS Breach Caused by Family.** The MHA may terminate a Participant from the Section 8 program for life threatening HQS violations that the Participant does not correct within 24 hours. The MHA may terminate assistance for non life-threatening HQS violations that the Family does not correct the violation within thirty (30) days. The MHA may also terminate a Participant under this provision for one or more of the following reasons.

- (1) The Family fails to pay for any utilities that the Owner is not required to provide, but which are to be paid by the tenant.
- (2) The Family fails to provide and maintain any appliances that the Owner is not required to provide, but which are to be provided by the Family.
- (3) If any Family member or any guest damages the dwelling Unit or common areas beyond ordinary wear and tear.

(c) **Allowing MHA inspection.** The Family must allow the MHA to inspect the Unit at reasonable times and after reasonable notice.

(d) **Violation of Lease.** The Family may not commit any serious or repeated violation of the Lease

(e) **Family notice of move or Lease termination.** The Family must notify the MHA and the Owner before the Family moves out of the Unit, or terminates the Lease on notice to the Owner. The Family must give the MHA a copy of the thirty-day notice of termination that the Family gave to the Owner before the Family can move to a new Apartment with assistance.

(f) **Owner eviction notice.** The Family must promptly give the MHA a copy of any Owner eviction notice. Promptly means within two weeks of receiving the eviction notice for the purposes of this section.

(g) **Use and occupancy of the Unit.**

The Family must use the assisted Unit for residence by the Family. The assisted Unit must be the Family's only residence.

All Family members residing in the Unit must be approved by the MHA. The Family must promptly notify (within thirty (30) days) the Housing Authority of the birth, adoption, or court-awarded custody of a child. The Family must request and receive MHA approval before adding any other Family member as an occupant of the Unit. No person other than members of the assisted Family may reside in the Unit, except a foster child[2] or a Personal Care Attendant.

The Family must promptly notify MHA (within thirty (30) days) that a Family member no longer resides in the Unit.

If the MHA has given approval, a foster child or a Personal Care Attendant may reside in the Unit. See also the definition of Family in Chapter 18: Glossary.

A Family Member may engage in legal profit making activities in the Unit, but only if such activities are incidental to the primary use of the Unit for residence by members of the Family.

The Family must not sublease or let the Unit.

The Family must not assign the Lease or transfer the Unit.

(h) *Absence from the Unit.* The Family must supply any information or certification requested by the MHA to verify that the Family is living in the Unit, or relating to a Family absence of the Unit, including any MHA requested information or certification regarding Family absences. The Family must cooperate with the MHA for this purpose. The Family must promptly notify (within thirty (30) days) the MHA of an absence from the Unit. Absence means that no member of the Family resides in the Unit.

(i) *Interest in the Unit.* The Family must not own or have an interest in the Unit.

(j) *Fraud and other program violation.* The members of the Family must not commit fraud, bribery, or any other corrupt criminal act in connection with the programs.

(k) *Crime by Family Members.* The members of the Family may not engage in Drug-Related Criminal Activity or Violent Criminal Activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the Premises.

(l) *Alcohol abuse by Family Members.* The members of the Family must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other Participants and persons residing in the immediate vicinity of the Premises.

(m) *Other housing assistance.* An assisted Family, or any member of the Family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same Unit or for a different Unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Procedure for Terminating Assistance Consideration of Circumstances

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

(a) The MHA may consider all relevant circumstances, such as the seriousness of the violation, the extent of participation or culpability of individual Family members, mitigating circumstances related to the Disability of a Family member, the role of Domestic Violence, Dating Violence, or Stalking, and the effects of the termination of assistance on other Family members who were not involved in the violation(s).

(b) The MHA may impose, as a condition of continued assistance for other Family members, a requirement that Family members who participated in or were culpable for the action or failure to act will not continue to reside in the Unit. The MHA will impose this requirement by removing the Family member from the Family Composition and having the Head of Household sign an agreement stating that the person who violated the program rules will not visit or reside in the assisted Unit or visit in the assisted Unit. A failure to keep this agreement may result in termination.

(c) If the Family includes a Disabled Person, the MHA decision to terminate may be subject to consideration of a request for Reasonable Accommodation. The MHA will inform every Family subject to termination of their right to request a Reasonable Accommodation under the MHA's Reasonable Accommodation policy.

The MHA will send the Family a notice of proposed termination (by first class and certified mail). The notice will contain a brief statement with the reason for the proposed termination. The notice will also explain the Family's right to request an informal hearing if they disagree with the MHA basis for termination. If the Certified Mail is returned to the MHA with a return receipt indicating that delivery was attempted by the USPS but that the addressee failed to pick up the certified mail, AND the first class mail is NOT returned, the notice will be considered received.

Failure to Respond to Termination Notice

If the Family fails to respond in writing within ten (10) business days (thirty (30) days under HUD's non-citizen rule), the MHA will send the Participant a thirty (30) day notice of termination (by first class and certified mail). The MHA will also send a copy of the letter to the Owner. The MHA will grant a request for a hearing when a Participant submits a late request, together with evidence of *compelling circumstances* that prevented the Participant from requesting a hearing within twenty (20) days. Compelling Circumstances – when analyzing whether or not a participant's reasons for requesting a late hearing are compelling, the hearing officer will consider the following when determining whether or not the participant has good cause for requesting a late hearing:

- (1) the written facts or circumstances submitted by the participant which show that the participant is not willful (a willful act is a deliberate, intentional or voluntary act) or culpable (culpable is to be responsible or liable) in making the late request, which would require more than mere action or inaction (for example the participant's reason for not requesting a hearing timely should not due be to something the participant did or failed to do);
- (2) the swiftness with which the participant has attempted to remedy the default;
- (3) the existence of any meritorious defense to the underlying allegations; as well as, other equitable criteria such as: (a) whether the default resulted from a good faith mistake in following a rule or procedure; (b) the nature of the participant's explanation for not requesting a timely hearing; (c) the availability of other alternative sanctions; (d) whether not granting a late hearing would produce a harsh or unfair result.

Reinstatement after Failure to Request a Hearing

If the failure to request a hearing within twenty (20) days is due to a documented disability, the MHA will reinstate the subsidy. See also MHA Reasonable Accommodation.

The MHA will use its discretion to schedule a private conference with a Family in an attempt to the alleged violation(s). The MHA has no obligation to schedule a private conference before the informal hearing.

Informal Hearings for Participant Families When an Informal Hearing must be offered to a Family

The MHA will offer a Family participating in the program an informal hearing for the following reasons:

1. A determination of the Family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment;
2. A determination of the appropriate Utility Allowance (if any) for tenant-paid utilities from MHA allowance schedule;
3. A determination of the Family Unit Size under the MHA Subsidy Standards;
4. A determination to terminate assistance for a Participant Family because of the Family's action or failure to act;
5. A determination to terminate assistance because the Family has been absent from the assisted Unit for longer than maximum period permitted under MHA policy and HUD rules.
6. A determination to deny a Reasonable Accommodation; (g) A determination to deny assistance under the MHA's Residual Family policy.

When an informal hearing is not required

The MHA 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 MHA; (b) General policy issues or class grievances; (c) Establishment of the MHA schedule of Utility Allowances for families in the program; (d) A MHA decision not to approve an extension or suspension of a Voucher term; (e) A MHA determination not to approve a Unit or tenancy; (f) A MHA determination that an assisted Unit is not in compliance with HQS; (g) A MHA determination that the Unit is not in accordance with HQS because of the Family size; (h) A MHA determination to exercise or not to exercise any right or remedy against the Owner under a HAP Contract.

Notice to the Family to Request an Informal Hearing

(a) The MHA will notify the Family of the basis for the MHA determination. The MHA will attempt to schedule a private conference. If a resolution cannot be reached at the Private Conference, the MHA will notify the Family in writing that the Family may request an informal hearing within ten days.

Expedition Hearing Process

The MHA will hold a hearing and issue a decision promptly. The Family will continue receive assistance while a decision is pending.

Hearing Procedures

(a) *Time to request a hearing.* The Participant has 10 days from the date of the proposed termination letter, except in Non-Citizen Rule cases where the time period shall be 30 days from the date of the notice of termination of assistance for any Family member.

(b) *Scheduling.* The MHA Department of Grievances and Appeals will schedule an informal hearing upon the receipt of a Participant's written request. The Participant will be given at least fourteen (14) days notice prior to the hearing date.

(c) *Discovery.*

The MHA will give the Family the opportunity to examine before the hearing, any documents in MHA's possession that are directly relevant to the hearing. The MHA will allow the Family to make copies of the relevant documents before the hearing at the Family's expense. The MHA will also allow a representative of the Family with an authorized release may have access to the file. If the MHA does not make the document available to the Family for examination upon request, then the MHA may not rely on the document at the hearing. The Family must allow the MHA to examine any Family documents that are directly relevant to the hearing before the hearing upon request. The Family must allow the MHA to examine the relevant documents at the MHA and the Family will allow the MHA to copy the relevant documents at the MHA's expense. If the Family does not make the document available to the MHA for examination upon request, then the Family may not rely on the document at the hearing. Either party may request an extension if required to rebut documents that were not provided to the opposing party prior to the hearing. Extensions will be granted at the discretion of the hearing officer. Interpreter services will be provided upon request. See LEP policy.

(d) *Amendments to Proposed Terminations.* If the MHA wishes to amend the grounds for the proposed termination, the MHA must notify the Participant of the amendment in writing, not less than fourteen (14) days prior to the hearing date. The amendment will be sent by regular and certified mail to the Participant's address of record. When sending out an amended proposed termination notice, the amended notice shall contain all violations. If the Participant has already requested a hearing due to the original proposed termination, a request for a hearing due to the amended notice is not required.

(e) *Representation of Family.* At its own expense, the Family may be represented by a lawyer or other representative of the Family's choice.

(f) *Evidence.* The MHA and the Family will each be given the opportunity to present evidence and question any witnesses. The Hearing Officer may consider evidence without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(g) *Hearing File.* The hearing file shall consist of all documents submitted by either party in relation to the subject of termination. The MHA shall maintain audio recordings of all termination hearings.

(h) *Hearing Officer.* Any designated MHA employee may conduct the informal hearing, other than a person who made the decision under review or his or her subordinate.

(i) *Extensions.* The hearing officer may use discretion to grant an extension or continue the hearing to hear additional evidence or testimony.

(j) *Issuance of Decision.* The hearing officer shall make a factual determination relating to the individual circumstances of the Participant based on a preponderance of the evidence presented at the hearing. The hearing officer shall take into consideration all relevant circumstances and any mitigating circumstances presented by the Participant. The hearing officer shall promptly render a written decision stating briefly the reasons for the decision. The hearing officer will send a copy of the decision to the Family by certified and first class regular mail. The hearing officer will also forward a copy of the decision to the Leased Housing Division and the MHA.

(k) *Failure to attend the hearing.* The MHA may terminate the subsidy, if the Participant does not attend the hearing and does not attempt to reschedule within twenty-four (24) hours prior to

hearing., or appears for the hearing thirty (30) or more minutes late. The MHA will reschedule hearing when a Participant submits evidence of compelling circumstances that prevented the Participant attending the hearing on the scheduled date. If the Participant does not attend the hearing because the scheduling notice was not received due to the Participant's failure to give the MHA the correct and most current address the MHA may terminate the subsidy. If the scheduling notice was sent via certified mail and first class mail and is returned to the MHA with a return receipt indicating that delivery was attempted by USPS but that the addressee failed to pick up the certified mail AND the first class mail is NOT returned as undeliverable, the hearing notice will be considered received.

The MHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.

VAWA OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those laws take precedence over VAWA.

Definitions as used in VAWA:

- The term bifurcate means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship

- The type of relationship
- The frequency of interaction between the persons involved in the relationship
-
- The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term affiliated individual means, with respect to a person: A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or Any individual, tenant or lawful occupant living in the household of that individual.
- The term sexual assault means: Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent
- The term stalking means: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

Denial Of Admission, VAWA Considerations

In addition, HUD requires or permits the PHA to deny admission based on certain types of current or past behaviors of family members as discussed in this part. The PHA's authority in this area is limited by the Violence against Women Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been the victim of domestic violence, dating violence, sexual assault or stalking

Admissions prohibition against denial of assistance to victims of domestic violence, dating violence, sexual assault and stalking:

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Definitions of key terms used in VAWA are provided in section 16-VII of this Admin Plan, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

VAWA Notification Requirements

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of rights and the form HUD-50066 at the time the applicant is denied.

The MHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the MHA's policies. Therefore, if the MHA makes a determination to deny admission to an applicant family, the MHA will include in its notice of denial information about the protection against denial provided by including a copy of the form HUD-50066. The MHA will request that an applicant wishing to claim this protection notify the MHA within 10 business days.

VAWA Documentation Requirements

Victim Documentation [24 CFR 5.2007] If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault or stalking, the MHA will request in writing that the applicant provide documentation supporting the claim.

VAWA NOTICE OF ELIGIBILITY OR DENIAL

The MHA will notify an applicant family of its final determination of eligibility in accordance with HUD's VAWA regulations. If a PHA uses criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. If, based on criminal record or sex offender registration information an applicant family appears to be ineligible, the MHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the MHA to dispute the information within the 10 day period, the MHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

- A reference to the items in the Notice of Family Obligations form that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases

- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy

VAWA Public Notice: The MHA will post the following information regarding VAWA in its offices. It will also make the information readily available to anyone who requests it. A summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, or stalking. The definitions of domestic violence, dating violence, sexual assault and stalking provided in VAWA. A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking. A statement of the PHA's obligation to keep confidential any information that it receives from a victim unless (a) the PHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information. The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY). Contact information for local victim advocacy groups or service providers

PHAs are required to inform applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits. The MHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include such information in all notices of denial of assistance. The MHA will provide all tenants with information about VAWA at the time of admission. Whenever the MHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim.

VAWA DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault or stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)] The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim
- (2) A federal, state, tribal, territorial, or local police report or court record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such

abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional.

Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

Any request for documentation of domestic violence, dating violence, sexual assault or stalking will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. The MHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the MHA will be in writing.

VAWA Conflicting Documentation [24 CFR 5.2007(e)]

If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the MHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b)(2) or (3) and by following any HUD guidance on how such determinations should be made.

VAWA Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

If the MHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault or stalking, the MHA will document acceptance of the statement or evidence in the individual's file.

VAWA Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

VAWA CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the

extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the MHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

15.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Milton Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Milton Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;

- (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
 - b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
 - c. The owner may only evict the tenant by instituting court action. The owner must give the Milton Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
 - d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

- 1. Automatic termination of the Contract
 - a. If the Milton Housing Authority terminates assistance to the family, the contract terminates automatically.
 - b. If the family moves out of the unit, the contract terminates automatically.
 - c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
- 2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Milton Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Milton Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Milton Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Housing Choice Voucher of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

GLOSSARY

A. ACRONYMS USED IN THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

AAF	Annual adjustment factor (published by HUD in the <i>Federal Register</i> and used to compute annual rent adjustments)
ACC	Annual contributions contract
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
CPI	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
EID	Earned income disallowance
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration (HUD Office of Housing)
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office
GR	Gross rent
HA	Housing authority or housing agency
HAP	Housing assistance payment
HCV	Housing choice voucher
HQS	Housing quality standards
HUD	Department of Housing and Urban Development

HUDCLIPS	HUD Client Information and Policy System
IPA	Independent public accountant
IRA	Individual retirement account
IRS	Internal Revenue Service
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
MSA	Metropolitan statistical area (established by the U.S. Census Bureau)
MTCS	Multi-family Tenant Characteristics System (now the Form HUD-50058 submodule of the PIC system)
MTW	Moving to Work
NOFA	Notice of funding availability
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PASS	Plan to Achieve Self-Support
PHA	Public housing agency
PIC	PIH Information Center
PIH	(HUD Office of) Public and Indian Housing
PS	Payment standard
QC	Quality control
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RFTA	Request for tenancy approval
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
SEMAP	Section 8 Management Assessment Program
SRO	Single room occupancy
SSA	Social Security Administration
SSI	Supplemental security income
SWICA	State wage information collection agency

TANF	Temporary assistance for needy families
TPV	Tenant protection vouchers
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
URP	Utility reimbursement payment
VAWA	Violence Against Women Reauthorization Act of 2013

B. GLOSSARY OF SUBSIDIZED HOUSING TERMS

Absorption. In portability (under subpart H of this part 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

Accessible. The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

Adjusted income. Annual income, less allowable HUD deductions and allowances.

Administrative fee. Fee paid by HUD to the PHA for administration of the program. See §982.152.

Administrative plan. The plan that describes PHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and included as a supporting document to the PHA Plan. See §982.54.

Admission. The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Affiliated individual. With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant living in the household of that individual

Amortization payment. In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual. Happening once a year.

Annual contributions contract (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Annual income. The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Applicant (applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

Area exception rent. An amount that exceeds the published FMR. See 24 CFR 982.504(b).

As-paid states. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

Assets. (See *net family assets*.)

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

Biennial. Happening every two years.

Bifurcate. With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Budget authority. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

Child. A member of the family other than the family head or spouse who is under 18 years of age.

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

Citizen. A citizen or national of the United States.

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

Common space. In shared housing, the space available for use by the assisted family and other occupants of the unit.

Computer match. The automated comparison of databases containing records about individuals.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a PHA.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Congregate housing. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see 24 CFR 982.606–609.

Contiguous MSA. In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

Continuously assisted. An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Contract authority. The maximum annual payment by HUD to a PHA for a funding increment.

Cooperative (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type (see 24 CFR 982.619).

Covered families. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

Dependent. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Dependent child. In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.

Disability assistance expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family. A family whose head, cohead, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See *person with disabilities*.

Disallowance. Exclusion from annual income.

Displaced family. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Domestic violence. Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Domicile. The legal residence of the household head or spouse as determined in accordance with state and local law.

Drug-related criminal activity. The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Economic self-sufficiency program. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).

Elderly family. A family whose head, cohead, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person. An individual who is at least 62 years of age.

Eligible family A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR. See also *family*.

Employer identification number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

Evidence of citizenship or eligible status. The documents which must be submitted as evidence of citizenship or eligible immigration status. See 24 CFR 5.508(b).

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. See 24 CFR 5.603.

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.

Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the *Federal Register* in accordance with 24 CFR Part 888.

family. Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a near-elderly family
- A displaced family
- The remaining member of a tenant family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family rent to owner. In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program). The program established by a PHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share. The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR 982.515(a).

Family unit size. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

Federal agency. A department of the executive branch of the federal government.

Foster child care payment. A payment to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children.

Full-time student. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). See 24 CFR 5.603.

Funding increment. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

Gender identity. Actual or perceived gender-related characteristics.

Gross rent. The sum of the rent to owner plus any utility allowance.

Group home. A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). (A special housing type: see 24 CFR 982.610–614.)

Handicap. Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

HAP contract. The housing assistance payments contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household. A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

Housing assistance payment. The monthly assistance payment by a PHA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing agency (HA). See *public housing agency*.

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the voucher program.

HUD. The U.S. Department of Housing and Urban Development.

Imputed asset. An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

Imputed asset income. The PHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed \$5,000.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

Income. Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income for eligibility. Annual income.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the state's unemployment compensation law, including any social security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer

identification number of an employer reporting wages under a state unemployment compensation law

- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages, and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

Individual with handicaps. See *person with disabilities*.

Initial PHA. In portability, the term refers to both: (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial payment standard. The payment standard at the beginning of the HAP contract term.

Initial rent to owner. The rent to owner at the beginning of the HAP contract term.

Institution of higher education. An institution of higher education as defined in 20 U.S.C. 1001 and 1002. See Exhibit 3-2 in this Administrative Plan.

Jurisdiction. The area in which the PHA has authority under state and local law to administer the program.

Landlord. Either the owner of the property or his/her representative, or the managing agent or his/her representative, as shall be designated by the owner.

Lease. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

Live-in aide. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

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

Living/sleeping room. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least one window and two electrical outlets in proper operating condition. See HCV GB p. 10-6 and 24 CFR 982.401.

Local preference. A preference used by the PHA to select among applicant families.

Low-income family. A family whose income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except

that HUD may establish income limits higher or lower than 80 percent for areas with unusually high or low incomes.

Manufactured home. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. (A special housing type: see 24 CFR 982.620 and 982.621.)

Manufactured home space. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624.

Medical expenses. Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance (a deduction for elderly or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 3 percent of annual income.

Minor. A member of the family household other than the family head or spouse, who is under 18 years of age.

Mixed family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One twelfth of adjusted income.

Monthly income. One twelfth of annual income.

Mutual housing. Included in the definition of *cooperative*.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets. (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor national of the United States.

Notice of funding availability (NOFA). For budget authority that HUD distributes by competitive process, the *Federal Register* document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Office of General Counsel (OGC). The General Counsel of HUD.

Overcrowded. A unit that does not meet the following HQS space standards: (1) Provide adequate space and security for the family; and (2) Have at least one bedroom or living/sleeping room for each two persons.

Owner. Any person or entity with the legal right to lease or sublease a unit to a participant.

PHA Plan. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

PHA's quality control sample. An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

Participant (participant family). A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment standard. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

Person with disabilities. *For the purposes of program eligibility.* A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. *For the purposes of reasonable accommodation.* A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

Portability. Renting a dwelling unit with a Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

Premises. The building or complex in which the dwelling unit is located, including common areas and grounds.

Previously unemployed. With regard to the earned income disallowance, a person with disabilities who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Private space. In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing entity. The person or entity that, under any of the programs covered, is responsible for making eligibility and related determinations and any income reexamination. In the HCV program, the “processing entity” is the “responsible entity.”

Project owner. The person or entity that owns the housing project containing the assisted dwelling unit.

Public assistance. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

Public housing agency (PHA). Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Qualified family (under the earned income disallowance). A family participating in an applicable assisted housing program or receiving HCV assistance:

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

Qualified census tract. With regard to certain tax credit units, any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent, and where the census tract is designated as a qualified census tract by HUD.

Reasonable rent. A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

Reasonable accommodation. A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

Receiving PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

Recertification. Sometimes called *reexamination*. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

Remaining member of the tenant family. The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Rent to owner. The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Residency preference. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (See *residency preference area*).

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Responsible entity. For the public housing and the Section 8 tenant-based assistance, project-based certificate assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Secretary. The Secretary of Housing and Urban Development.

Section 8. Section 8 of the United States Housing Act of 1937.

Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under Section 202 of the Housing Act of 1959.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended.

Section 214 covered programs. The collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR 5.500.

Security deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

Set-up charges. In a manufactured home space rental, charges payable by the family for assembling, skirting, and anchoring the manufactured home.

Sexual assault. Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

Sexual orientation. Homosexuality, heterosexuality or bisexuality.

Shared housing. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. (A special housing type: see 24 CFR 982.615–982.618.)

Single person. A person living alone or intending to live alone.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. (A special housing type: see 24 CFR 982.602–982.605.)

Social security number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special admission. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

Special housing types. See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare

sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State wage information collection agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension. Stopping the clock on the term of a family's voucher after the family submits a request for tenancy approval. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension. This practice is also called *tolling*.

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

Tenancy addendum. For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent to owner. See *family rent to owner*.

Term of lease. The amount of time a tenant agrees in writing to live in a dwelling unit.

Total tenant payment (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Unit. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

Utilities. Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.

Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Utility hook-up charge. In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Very low-income family. A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

Veteran. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

Violence Against Women Reauthorization Act (VAWA) of 2013. Prohibits denying admission to the program to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Violent criminal activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (housing choice voucher). A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher holder. A family holding a voucher with an unexpired term (search time).

Voucher program. The housing choice voucher program.

Waiting list. A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.

Waiting list admission. An admission from the PHA waiting list.

Welfare assistance. Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (984.103(b)), *welfare assistance* includes only cash maintenance payments from federal or state programs designed to meet a family's

ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or social security.

Resources and Where to Find Them

Following is a list of resources helpful to the PHA or referenced in the model administrative plan, and the online location of each.

Document and Location
Code of Federal Regulations http://www.gpoaccess.gov/cfr/index.html
Earned Income Disregard FAQ www.hud.gov/offices/pih/phr/about/ao_faq_eid.cfm
Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule http://www.federalregister.gov
Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data http://www.hud.gov/offices/pih/programs/ph/rhiip/docs/eivsecguidepha.pdf
Executive Order 11063 http://www.hud.gov/offices/fheo/FHLaws/EXO11063.cfm
Federal Register http://www.access.gpo.gov/su_docs/aces/fr-cont.html
General Income and Rent Determination FAQs www.hud.gov/offices/pih/programs/ph/rhiip/faq_gird.cfm
Housing Choice Voucher Program Guidebook (7420.10G), April 2001 www.hud.gov/offices/pih/programs/hcv/forms/guidebook.cfm
HUD-50058 Instruction Booklet http://portal.hud.gov/hudportal/documents/huddoc?id=50058i.pdf
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 19, 2007 http://www.hud.gov/offices/fheo/library/huddojstatement.pdf
Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin and Ethnic Origin Discrimination Against Proficient Persons, published January 22, 2007 http://www.hud.gov/offices/fheo/promotingfh/FederalRegister
Notice PIH 2012-10, Verification of Social Security Numbers (SSNs) and Supplemental Security Income (SSI) Income Verification (EIV) System's Identity Verification Report http://portal.hud.gov/huddoc/pih2012-10

Notice PIH 2010-19, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verif
<http://www.hud.gov/offices/pih/publications/notices/10/pih2010-19.pdf>

Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice
<http://www.hud.gov/offices/pih/publications/notices/10/pih2010-26.pdf>

OMB Circular A-133
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2010

Project-Based Voucher Program; Final Rule
<http://www.gpo.gov/fdsys/pkg/FR-2005-10-13/pdf/05-20035.pdf>

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Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions.
www.hud.gov/offices/pih/programs/ph/rhiip/faq.cfm

VAWA Final Rule
<http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf>

Verification FAQ
www.hud.gov/offices/pih/programs/ph/rhiip/faq_verif.cfm

Verification Guidance, March 2004 (attachment to Notice PIH 2004-1)
<http://www.hud.gov/offices/pih/publications/notices/04/verifguidance.pdf>

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The HUD Web site is <http://portal.hud.gov/hudportal/HUD>. Guidebooks, handbooks and other HUD resources may be found at the Handclaps Web site:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips

EXHIBIT A

VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

A. OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-I.C, “Family Breakup and Remaining Member of Tenant Family”; 3-III.G, “Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking”; 10-I.A, “Allowable Moves”; 10- I.B, “Restrictions on Moves”; 12-II.E, “Terminations Related to Domestic Violence, Dating Violence, Sexual Assault or Stalking”; and 12-II.F, “Termination Notice.”

B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA:

- The term bifurcate means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.
- The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where

the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
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- The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim

under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

The PHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it. A summary of the rights and protections provided by VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault or stalking. The definitions of *domestic violence*, *dating violence*, *sexual assault* and *stalking* provided in VAWA. An explanation of the documentation that the PHA may require from an individual who claims the protections provided by VAWA. A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking. A statement of the PHA's obligation to keep confidential any information that it receives from a victim unless (a) the PHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information. The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY). Contact information for local victim advocacy groups or service providers

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3- III.G).

The PHA will provide all participants with information about VAWA at the time of admission and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section.

Notification to Owners and Managers [24 CFR 5.2005(a)(2)] PHAs are required to notify owners and managers participating in the HCV program of their rights and obligations under VAWA.

The PHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the HCV program and at least annually thereafter.

D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim
- (1) A federal, state, tribal, territorial, or local police report or court record, or an administrative record

(2) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

Any request for documentation of domestic violence, dating violence, sexual assault or stalking will be in writing will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the PHA will be in writing.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

If the PHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault or stalking, the PHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**MHA NOTICE TO HOUSING CHOICE VOUCHER APPLICANTS AND
PARTICIPANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT
(VAWA)**

This sample notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault or stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your rights under VAWA.

Protections for Victims

If you are eligible for a Section 8 voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, sexual assault or stalking.

If you are the victim of domestic violence, dating violence, sexual assault or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault or stalking that are caused by a member of your household or a guest can’t be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

Reasons You Can Be Evicted

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an *actual* and *imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to participants who are not victims.

Removing the Abuser from the Household

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser’s Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants’

rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

Moving to Protect Your Safety

The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The housing authority and your landlord can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, sexual assault or stalking. The housing authority or your landlord must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.
- Provide a statement from a victim service provider, attorney, mental health professional, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”
- Provide a police or court record, such as a protective order or an administrative record. Additionally, at its discretion, the housing authority can accept a statement or other evidence provided by the applicant or participant. If you fail to provide one of these documents within the required time, the

landlord may evict you, and the housing authority may terminate your rental assistance.

Confidentiality The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the housing authority or your landlord to release the information.
- Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the housing authority or your landlord to release the information. If release of the information would put your safety at risk, you should inform the housing authority and your landlord. **VAWA and Other Laws** VAWA does not limit the housing authority's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault or stalking.

For Additional Information

If you have any questions regarding VAWA, please contact at .

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common
- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship

VAWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. VAWA defines **sexual assault** as “any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent” (42 U.S.C. 13925(a)).

MHA NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

Protections for Victims

You cannot refuse to rent to an applicant solely because he or she is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

Permissible Evictions

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating

violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

Removing the Abuser from the Household

You may bifurcate (split) the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority or online at http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/hud5.
- A statement from a victim service provider, attorney, mental health professional, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order, or administrative record. If the tenant fails to provide one of these documents within 14

business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law. The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up. VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Additional Information

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse or intimate partner of the victim
- A person with whom the victim shares a child in common

- A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner
 - A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies
 - Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- VAWA defines *sexual assault* as “any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent” (42 U.S.C. 13925(a)). AWA defines *stalking* as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

Exhibit B

LIMITED ENGLISH PROFICIENCY (LEP) AND LANGUAGE ASSISTANCE PLAN POLICY

The following policy applies to the Leased Housing Programs:

I. INTRODUCTION The Milton Housing Authority (MHA) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons. On January 22, 2007, the U.S. Department of Housing and Urban Development (HUD) issued Final Guidance to recipients of HUD funding concerning compliance with the Title VI prohibition against national origin discrimination affecting LEP persons. HUD's Final Guidance defines a four-factor self-assessment method, which assists agencies receiving HUD funds in determining the extent of their obligations to provide LEP services. The MHA has prepared this Language Assistance Plan (LAP) which defines the actions to be taken by MHA to ensure Title VI compliance with respect to LEP persons. MHA will periodically review and update this LAP in order to ensure continued responsiveness to community needs and compliance with Title VI.

II. GOALS OF THE LANGUAGE ASSISTANCE PLAN





















The goals of MHA's Language Assistance Plan include:

- To ensure meaningful access to MHA's public housing and Housing Choice Voucher programs by all eligible individuals regardless of primary language spoken.

- To ensure that all LEP individuals are made aware that MHA will provide free oral interpretation services to facilitate their contacts with and participation in MHA programs.
- To provide written translations of vital documents to LEP individuals in accordance with HUD's "safe harbor" guidelines".
- To ensure that MHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals.
- To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

III. LEP INDIVIDUALS WHO NEED LANGUAGE ASSISTANCE:

Table

RACE AND HISPANIC ORI... 		 = Browse more datasets	 MILTON CDP, MASSACHUSETTS
 PEOPLE			
<i>Race and Hispanic Origin</i>			
 White alone, percent, July 1, 2015, (V2015) (a)			X
 White alone, percent, April 1, 2010 (a)			77.4%
 Black or African American alone, percent, July 1, 2015, (V2015) (a)			X
 Black or African American alone, percent, April 1, 2010 (a)			14.3%
 American Indian and Alaska Native alone, percent, July 1, 2015, (V2015) (a)			X
 American Indian and Alaska Native alone, percent, April 1, 2010 (a)			0.1%
 Asian alone, percent, July 1, 2015, (V2015) (a)			X
 Asian alone, percent, April 1, 2010 (a)			4.1%
 Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2015, (V2015) (a)			X
 Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)			Z
 Two or More Races, percent, July 1, 2015, (V2015)			X
 Two or More Races, percent, April 1, 2010			2.5%
 Hispanic or Latino, percent, July 1, 2015, (V2015) (b)			X
 Hispanic or Latino, percent, April 1, 2010 (b)			3.3%
 White alone, not Hispanic or Latino, percent, July 1, 2015, (V2015)			X
 White alone, not Hispanic or Latino, percent, April 1, 2010			75.9%

IV. TYPES OF ASSISTANCE NEEDED BY LEP PERSONS

The majority of contacts between MHA and LEP persons are meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with MHA staff during the application process leading up to housing in leased housing program, as well as periodic contacts between residents and MHA Operations staff related to program compliance issues. Oral interpretation services may be needed for these contacts. Other contacts involve the exchange and review of

printed materials, some of which may be considered "vital documents". HUD' Final Guidance defines vital documents as, "any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically". The list of documents considered vital by MHA includes the following for public housing and HCV as applicable:

- Initial and final application(s) for housing
- Appointment notices
- Consent forms
- Lease including lease addenda
- Lease compliance notices including notices to quit
- Termination notices
- Grievance and Conference hearing notices and procedures
- Recertification related forms and notices
- Inspection notices and result
- Rent notices and schedules
- Rent change notices
- Transfer policies and procedures
- Section 8 family obligations

The MHA will periodically review and update this list to reflect those documents, which are considered vital to applicants and/or residents. With respect to these vital documents, MHA will maintain each in the Spanish language (the "threshold" language).

V. LANGUAGE ASSISTANCE TO BE PROVIDED

In order to promote equal access to MHA programs and services by LEP individuals, MHA will implement the following array of language assistance services:

- 1) Use of "I Speak Cards": In order to help identify LEP individuals and determine the appropriate language assistance, MHA will post and make available I Speak Cards at its central office waiting room. Applicants and HCV participants can use these cards to indicate their primary language. MHA staff at the point of entry will then make appropriate arrangements for interpretation services, generally using either a bi-lingual staff person, telephone interpretation service or electronic translation app.
- 2) Notices of Oral Interpretation Services: MHA will provide free access to bi-lingual staff, telephone interpretation services or electronic translation app for all contacts with LEP individuals. MHA will prominently post multi-lingual notices at its office which will indicate that free oral interpretation services are available upon request.
- 3) Language Preferences of Residents and Applicants: MHA will ask applicants and residents, through the use of its language identification form, to identify their primary language at initial application (for new applicants) and at recertification (for existing residents/participants), and to identify their language preference for receiving written communications. The language identification form will also ask the applicant, resident/participant if translations services are necessary. This information will be included in the paper files.

Language Assistance Measures

Oral Interpretation

Telephone Support: MHA will use the services of a professional telephone interpretation service whenever requested by an LEP individual and/or when an LEP person uses an I Speak card to signify that they speak a non-English language and a qualified staff person that speaks the appropriate language is unavailable. When these contacts involve review

of MHA forms and procedures, MHA will schedule the call so that the telephone translator has the opportunity to first review the relevant form or procedure. MHA will only utilize interpretation services that demonstrate a high degree of training and professionalization. MHA staff will be trained in how to access this service, which will be available as needed for LEP applicants, or HCV participants.

Oral Interpretation - In Person Assistance: In limited instances where telephone interpretation services or the use of bilingual MHA staff are determined insufficient to ensure meaningful access, MHA will provide qualified in-person interpretation services at no cost to the LEP individual either through local Milton community organizations or through contracts with qualified and trained interpreter services. Examples of contacts where in person assistance is likely to be required includes termination hearings and evictions. Due to the considerable expense involved in providing in-person assistance, MHA will generally strive to use telephone assistance. If the LEP person does not wish to use the MHA free interpretation services, the LEP person may provide their own qualified interpreters at their own expense; however, see below regarding use of family and friends as interpreters.

Oral Interpretation - Use of Other Interpreters not provided by MHA: As noted above, LEP individuals will be informed that MHA will provide them with free access to oral interpretation services via qualified, trained contractors as needed. If the LEP individual requests their own qualified, trained interpreter, this will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters will generally be discouraged. Exceptions may be made where the contact with the LEP person is of a routine nature, one that does not involve confidential matters, or significant/complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues. Staff will be advised to be alert to the potential for any conflict of interest or competency issues that may arise from the involvement of

family or friends. If staff have questions about the appropriateness of allowing family and friends as interpreters, they will consult with MHA's Executive Director or his designee.

Written Translation: MHA will make available as needed the vital documents listed previously into the most frequently used non- English language which Spanish. For callers to MHA's office, recognizable languages such as Spanish will be transferred to bi-lingual MHA staff when available. If needed, MHA will attempt to place a three-party call to the oral interpretation telephone service to determine if the service is able to identify the language spoken and provide an interpreter.

Staff Training and Coordination

MHA will provide training on LEP awareness and required assistance actions under the Language Assistance Plan for employees. This will include:

- **Mandatory training:** A mandatory training will be scheduled for all employees to review the Language Assistance Plan elements, review new procedures related to the LAP, and to inform staff of their responsibilities relative to LEP persons. On an ongoing basis, periodic refresher training will be provided to staff that regularly interact with MHA clients.

LEP Coordinator: MHA will designate the Executive Director as LEP Coordinator, responsible for ongoing updating of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.

Providing Notice to LEP Persons

To ensure that LEP persons are aware of the language services available to them, MHA will take the following actions:

- Post LEP notices in MHA's offices: As described above.
- Partner with community agencies: MHA will contact local community agencies who work with LEP persons to: a) inform them of MHA's policies regarding language services to LEP persons; and, b) solicit their assistance and cooperation in communication MHA's policies and providing assistance to LEP persons.
- Incorporate multi-lingual messages into MHA outreach documents: MHA will utilize standard messages in Spanish, French/Haitian Creole and Portuguese on outreach materials and notices.
- Inform resident associations of language assistance services.

Monitoring and updating the Language Assistance Plan

Every two years, as part of MHA annual plan process, the LAP will be reviewed and updated, if needed. The review will assess:

- Whether there have been any significant changes in the composition or language needs of the LEP population in Milton;
- A review to determine if additional vital documents require translation; a review of any issues or problems related to serving LEP persons which may have emerged during the past year; and,
- Identification of any recommended actions to provide more responsive and effective language services.

Exhibit C Enterprise Income Verification (EIV)

Security Policy and Procedures Guide

Introduction

This policy and procedures guide will serve to outline the Milton Housing Authority's security procedures put in place to safeguard the data downloaded from the Enterprise Income Verification System (EIV). The EIV system is used by the MHA to verify tenant income upfront by comparing EIV data to the tenant income data obtained from various sources such as:

- Income sources claimed by tenant in MHA records
- Tenant-supplied income data recorded on HUD Form
- 50058 and maintained in the Public Housing Information Center (PIC) databases;
- Wage information from the State Wage Information Collection Agencies (SWICAs);
- Social Security and Supplemental Security Income from the Social Security Administration; and,
- User Profile information from the PIC database.
-

The information will be used only to verify a tenant's eligibility for participation in HUD's rental assistance programs and to determine the level of assistance the tenant is entitled to receive. Data obtained through the EIV system will be verified by appropriate third-party sources as required by HUD regulations.

Security Officers

The Executive Director will supervise and enforce the security procedures. The Section 8 Department will have a Security “officer” to supervise the use of the Enterprise Income Verification System. Currently, the Section 8 Director will serve in this capacity. The Section 8 Director may delegate this role in writing to appropriate personnel with the Executive Director’s approval. The Security Officer’s responsibilities include keeping records, maintaining up to date security certifications, keeping policies and procedures up to date, ensuring that staff are trained appropriately and ongoing monitoring of security compliance.

All staff that will be in contact with EIV data will be trained on the proper procedures for the handling of files containing EIV data and will maintain a log of attendance at each internal or off-site training session. Training will include a review of the requirements of the HUD User Manual for Enterprise Income Verification Systems, HUD Enterprise income Verification System PHA Security Procedures and this policy. These training sessions will be held both prior to staff working with the EIV data initially as well as on an annual basis as an update.

The Security Officer is responsible for the review of the list of approved User ID'S on an annual basis. He/she will also ensure that the appropriate staff member has signed a User Agreement.

Access to EIV data will be limited to persons whose duties or responsibilities require access. The level of access will also be limited to the functional areas of specific users as required. If there is any unauthorized use of the system, the Security Officer will notify the Executive Director. The Executive Director or his shall notify the HUD Field Office PIH Director of any unauthorized use of the system.

Enterprise Income Verification Files

Information from the Enterprise income Verification website will be downloaded only with a HUD Form 9886 Release Waiver, signed by each Household member 18 years of age or older, on file. The data, pertaining to only one family, will be maintained in the tenant/participant file. This data will be maintained in the same confidential manner as all tenant/participant data.

Security Main Office

The external entrance doors to the main office are secured through locked entryways, and a security alarm system. During normal operating hours, a receptionist greets all visitors in the main building lobby verifying the identity of all persons and maintaining a log of visitors with date, time and name. MHA staff always accompanies visitors, where tenant/participant files are kept. MHA staff in all areas that may contain confidential data always escorts visitors. At closing, all entryways to the building are locked.

After hours, staff must access the building through a key system. Only staff with the need to be in the office beyond regular working hours are permitted to use a key to access the building.

Tenant/Participant Files

Tenant Files are kept in locked metal cabinets. The MHA will change locks to facilities if it is determined that security of a facility may be at risk.

Access to tenant/participant files will be limited to persons whose duties or responsibilities require access. Other persons requesting access to a tenant/participant file will only be allowed access with an MHA staff person present and after they have supplied the MHA with an appropriate written release from the tenant/participant. **Under no circumstances will**

other persons be allowed to view or obtain EIV information from the tenant file. EIV information for dependents 18 or over will not be disclosed to the head of household.

To ensure tenant confidentiality, any list or file containing more than one family's income, will be maintained in a separate file in a cabinet in the Security Officer's office. Files maintained by the Security Officer, which contain EIV information, will be color-coded or marked "Confidential." Computerized data will be handled in the following manner:

1. Data downloaded from the Enterprise Income Verification system will not be saved to a hard drive.
2. EIV data will not be saved to a disk or other media storage
4. Each leasing officer will have their own printer and will not send EIV data to other office printers.
5. Printouts of EIV data will be collected from the printer immediately

Destruction of Enterprise Income Verification Data

EIV data will be kept in accordance with the Milton Housing Authority's records retention policy. EIV data to be disposed of will either be burned or shredded. Any miscellaneous or duplicate copies printed that must be destroyed prior to the timeframe outlined in the records retention policy will also be shredded.

Exhibit D REASONABLE ACCOMMODATION POLICY AND PROCEDURES

POLICY STATEMENT

Milton Housing Authority (MHA) (hereinafter referred to as PHA) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the Milton Housing Authority's programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a PHA policy, PHA will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, the PHA will make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

PHA will post a copy of this Reasonable Accommodation Policy and Procedures in the Administrative Offices located in 13 Wesley Street, Milton, MA ; In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from the PHA's Section 504/ADA Coordinator who will be the Executive Director or his designee.

LEGAL AUTHORITY

The PHA is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968, as amended (Fair Housing Act); the Architectural Barriers Act of 1968, and the respective implementing regulations of each Act.

STATE TRAINING

The Section 504/ADA Coordinator will ensure that all appropriate PHA staff receive annual training on the Reasonable Accommodation Policy and Procedures, including all applicable Federal, state and local requirements regarding reasonable accommodation.

REASONABLE ACCOMMODATION

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher and Moderate Rehabilitation Programs of PHA. The individual, PHA staff or any person identified by the individual, must reduce all requests to writing.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

APPLICATION OF REASONABLE ACCOMMODATION

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs provided by the PHA:

(a) Applicants of the Housing Choice Voucher
Program;

(d) Participants of the Housing Choice Voucher Program; and

(e) Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the PHA, its agents or contractors including all non-housing facilities and common areas owned or operated by the PHA.

PERSON WITH A DISABILITY

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

(a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

- (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, speaking, breathing and learning.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

EXAMPLES OF REASONABLE ACCOMMODATION

Examples of reasonable accommodations may include, but are not limited to:

- (a) Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;
- (b) Permitting a family to have a service or assistance animal necessary to

- assist a family member with a disability;
- (c) Allowing a live-in aid to reside in an appropriately sized PHA unit;
 - (d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
 - (e) Transferring a resident to a unit on a lower level or a unit that is completely on one level;
 - (f) Making documents available in large type, computer disc or Braille;
 - (g) Providing qualified sign language interpreters for applicant or resident meetings with PHA staff; or at resident meetings;
 - (h) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
 - (i) Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;
 - (j) Permitting requests for extensions of Housing Choice Vouchers if there is a difficulty in locating a unit with suitable accessible features or otherwise appropriate for the family; and
 - (k) As a reasonable accommodation for a family member with a disability, approving a request for exception payment standard amounts under the Housing Choice Voucher Program in accordance with 24 C.F.R. §§ 8.28 and 982.504 (b)(2).

PROCESSING OF REASONABLE ACCOMMODATION REQUESTS

The MHA will provide the "Request for Reasonable Accommodation", ("Request Form"), attached hereto, to all applicants, residents or individuals with disabilities who request a reasonable accommodation. The Reasonable Accommodation Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, the PHA will ensure that all reasonable accommodation requests will be reduced to writing. If needed as a reasonable accommodation, the PHA will assist the individual in completing the Request Form.

- (a) The PHA will provide all applicants with the Request Form as an attachment to the PHA application. The Request for Reasonable Accommodation Form must be provided in an alternative format, upon request.
- (b) Reasonable Accommodation will be made for applicants during the application process. All applications must be taken in an accessible location. Applications will be made available in accessible formats. PHA will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- (c) PHA will provide all residents with the Request Form during the annual

re-certification and upon request. The PHA will provide the Request Form in an alternate form, upon request.

(d) Residents seeking accommodation(s) may contact the housing management office, including office of private management companies acting on behalf of PHA, within their housing development or the regional management office. In addition, residents may also contact the Section 504/ADA Coordinator's office directly to request the accommodation(s).

(e) Within seven (7) business days of receipt, the housing management office, private management company or regional management office will forward the resident's reasonable accommodation request(s) to the Office of the Section 504/ADA Coordinator.

(f) Within twenty (20) business days of receipt, the Office of the Section 504/ADA Coordinator or the resident's regional or management office will respond to the Resident's Request.

(g) If additional information or documentation is required, the Section 504/ADA Coordinator's office will notify the resident, in writing, of the need for the additional information or documentation. The

Section 504/ADA Coordinator's office will provide the resident with the "Request for Information or Verification Form" ["Request for Information"], a copy of which is attached. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.

- (h) Within thirty (30) business days of receipt of the request and, if necessary, all supporting documentation, PHA will provide written notification to the resident of its decision to approve or deny the resident's request(s). Upon request, the written notification will be provided in an alternate format. A copy of the "Letter Denying Request for Reasonable Accommodation(s)" and "Letter Approving Request for Reasonable Accommodation(s)" are attached.
- (i) If PHA approves the accommodation request(s), the resident will be notified of the projected date for implementation.
- (j) If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding PHA's HUD-approved Grievance Procedures or Informal Hearing Procedures.

(k) All recommendations that have been approved by the 504/ADA

Coordinator will be forwarded to the appropriate regional housing manager for implementation. All requests for reasonable accommodation that are approved by the regional housing manager will promptly be implemented or begin the process of implementation.

VERIFICATION OF REASONABLE ACCOMMODATION REQUEST

PHA may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation Form. In addition, PHA may request that the individual provide suggested reasonable accommodations.

The PHA may verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation.

However, the PHA may not require individuals to disclose confidential medical records in order to verify a disability. In addition, the PHA may not require specific details regarding the individual's disability. The PHA may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). The PHA may not require the individual to disclose the specific disability(is); or the nature or extent of the individual's disability(ies).

The following may provide verification of a resident's disability and the need for the requested accommodation(s):

- (a) Physician;
- (b) Licensed health professional;
- (c) Professional representing a social service agency; or
- (d) Disability agency or clinic.

Upon receipt, the resident's Property Manager, including private management companies operating on behalf of PHA, will forward the recommendation, including all supporting documentation, to the PHA's Section 504/ADA Coordinator within seven (7) days of receipt.

DENIAL OF REASONABLE ACCOMMODATION REQUEST(S)

Requested accommodations will not be approved if one of the following would occur as a result:

- (a) A violation of State and/or federal law;
- (b) A fundamental alteration in the nature of the PHA public housing program;
- (c) An undue financial and administrative burden on PHA;
- (d) A structurally infeasible alteration; or
- (e) An alteration requiring the removal or alteration of a load-bearing structural member

EXHIBIT E Criminal Offender Record Information (CORI) Policy

1. AVAILABILITY OF CRIMINAL OFFENDER RECORD INFORMATION

The Milton Housing Authority (MHA) shall have access to the following Criminal Offender Record Information (CORI) in the possession of the Massachusetts Department of Criminal Justice Information Services (DCJIS). CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and 760 CMR 5.12(3).

- a. Any and all information relative to any criminal convictions, both felonies and misdemeanors, regardless of when the conviction occurred.
- b. Any and all information relative to any criminal charges which are currently pending before the courts of the Commonwealth or any jurisdiction, including the federal courts.

All requests for CORI and/or Credit Checks shall be in writing and shall be on forms prescribed by the MHA. A CORI Acknowledgement Form shall be completed for each and every CORI check. If requested, the applicant will be provided with a copy of the MHA's CORI policy.

2. FEES

There shall be no assessment of any filing or user fee of any kind to the MHA by the DCJIS.

3. LAWFUL USE OF CORI

- a. The MHA shall use this information for the purpose of screening prospective and current residents and program participants, as well as prospective employees, to the extent allowed by law or regulation. All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “*need to know*”. Dissemination of CORI for any other purpose or to individuals not involved in the tenant selection process is expressly prohibited. In some rare instances information obtained during a criminal background check may be forwarded to the proper law enforcement agency if it is reasonably believed that not to do so could pose a risk to the public welfare.
- b. All applicants listed in an application shall be informed in writing that a CORI will be obtained from the DCJIS.
- c. The dissemination and/or use of CORI by MHA employees other than as provided shall be expressly prohibited. All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central ***Secondary Dissemination Log*** shall be used to record *any* dissemination of CORI outside this organization, including dissemination at the request of the subject.

- d. CORI shall be requested of all persons 17 (seventeen) years or older listed as authorized occupants on the application for rental assistance programs, as well as any other persons to be so added at a later time.
- e. Requests for CORI shall not be made prior to the MHA final application screening process and must be completed no earlier than 90 (ninety) days before accepting a unit.
- f. No person shall be discriminated against on the basis of race, religion, color, national or ethnic origin, ancestry, age, sex, handicap, sexual orientation, marital status, military status, or receipt of public assistance.
- g. An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at the Milton Housing Authority will review and will be thoroughly familiar with the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.
- h. CORI shall be kept in a separate, locked file cabinet when not being used.
- i. CORI shall be destroyed when the MHA has housed the applicant to whom it pertains. If an applicant has been determined ineligible for housing, the applicant's CORI shall be destroyed three (3) years from the date of the applicant's rejection, or after all administrative and judicial proceedings concerning the rejection are exhausted, whichever is later.
- j. The MHA must maintain and keep a current list of each individual authorized to have access to, or view CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time. The MHA approves the following positions as

designated "CORI approved" to review and participate in rendering a decision as to whether an applicant is eligible for rental assistance programs:

- Executive Director
- MHA Attorney
- Section 8 staff

Persons designated shall sign an "Agreement of Non Disclosure" as provided by the CHSB.

- k. Only one copy of the CORI is to be kept in the MHA's files, subject to the above.
- l. No provision of this policy shall prohibit dissemination of CORI by the MHA in the course of an appeal, or other administrative or judicial proceeding in which such CORI is relevant, brought by an individual against the Milton Housing Authority.

4. PROCEDURE FOR PROCESSING CORI CHECKS

- b. The CORI request form, the background check and completed credit report, along with the Sex Offender Registry Information (SORI) will then be submitted to the MHA for a criminal background check.
- c. The Executive Director, or his/her CORI approved designee will run a criminal background check through the DCJIS on line system.

- d. Any applicant who has resided outside of the Commonwealth for any period during the last five years must sign a consent allowing the MHA to conduct a criminal record check from the state(s), province(s) or territory(ies) in which they resided in, at no cost to the applicant. Applicants that have resided outside the country and are not citizens of the United States need to provide proof of birth through one or more ID's that are required under the Federal or State Housing guidelines.
- e. The background check will then be returned to the Executive Director of the MHA or his/her designee upon receiving the results from the electronic submission to the DCJIS.

5. CRITERIA FOR THE DETERMINATION OF AN ADVERSE CORI DECISION

The Milton Housing Authority will consider a person to have an adverse CORI check if the applicant has any of the following.

- a. Any open criminal cases pending trial or judgment that if convicted would disqualify them. The applicant may request that the MHA place the application on pending status until the applicant can provide evidence that that case has been resolved in their favor or for a period not to exceed eighteen months.
- b. Has been convicted of any criminal activity to include, but not limited to, offenses listed in section 5-A, which if repeated by a tenant of public housing or leased housing participant, would interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the MHA (including an MHA employee or an MHA contractor, subcontractor or agent).

5-A. OFFENSES

- Domestic Violence
- Crimes Against a Person
- Any Violation of the Controlled Substance Acts
- Crimes Against Property of a Felonious Nature
- Breaking and Entering
- Violation of a Protective or Restraining Order
- Prostitution and Related Offenses Thereof
- Firearm Related Offenses
- Disturbing the Peace/Disorderly Conduct/Alcohol Abuse/Prescription Medication Abuse
- Operating a motor vehicle under the influence
- Civil rights violations, or activity in violation of M.G.L. c. 151B sec 4.
- Provides any false or misleading information for CORI processing
- Sex Crimes
- Fraud
- Arson

5-B Right to dispute the Adverse CORI Determination

If the MHA is inclined to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately pursuant to the MHA's Section 8 Housing Choice Voucher Administrative Plan (Admin Plan).

Upon request from the person to whom the adverse CORI pertains, a copy of the CORI will be sent directly to that person so to protect the privacy of the individual. That person will be given an opportunity to dispute the accuracy and relevance of the CORI record. If the CORI

record provided does not exactly match the identification information provided by the applicant, the MHA will make a determination based on a comparison of the CORI record and documents provided by the applicant.

If the MHA reasonably believes the record belongs to the applicant and is accurate, based on the information as provided, then the determination of eligibility will be made. Unless otherwise provided by law, factors considered in determining eligibility may include, but are not limited to the following:

- Relevance of the crime to becoming a tenant;
- The nature of the housing program;
- Time since the conviction and any related sentence served;
- Age of the candidate at the time of the offense;
- Seriousness and specific circumstances of the offense;
- The number of offenses;
- Whether the applicant has pending charges;
- Any relevant evidence of rehabilitation or lack thereof and
- Any Other relevant information, including information submitted by the candidate or requested by the authority.

6. Lifetime Sex Offender Registration Requirement

HUD requires the MHA to carry out background checks to determine if applicants for admission to any federally assisted housing are subject to a lifetime sex offender registration requirement.

In the screening of applicants, the PHA must conduct background checks in those states where the applicant resides and has resided.

MHA Policy Mandatory Denial of Assistance:

The MHA must permanently deny assistance to applicants or terminate assistance to current participants if any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program as posted on the Department of Justice Sex Offender or any State Sex Offender internet, search engine.

Those persons who are required to register for a period other than a lifetime will be reviewed on an individual basis to determine further eligibility for assistance. The HHA will review a national database covering sex offender registries in all states in lieu of asking for a complete list of states in which the applicants have resided.

The MHA is required to perform these checks so as to determine whether any household member is subject to a lifetime registration requirement under Massachusetts' or other state's (where a household member is known to have resided) sex offender program [24 CFR 982.553(a)(2)(i)].

If the MHA intends to deny assistance based on a criminal record check or on lifetime sex offender registration information, the MHA must notify the household of the intended action and provide the subject of the record and the applicant a copy of the same and an opportunity to dispute the accuracy and relevance of the record prior to denial. [24 CFR 5.903(f) and 5.905(d)].

The family will be notified of a decision to deny assistance in writing within 10 business days of the determination. If the MHA intends to issue a denial based upon criminal record or sex offender registration information, then the MHA must conform with applicable screening eligibility requirements. Additionally, the MHA will allow the family 10 business days to dispute the accuracy and relevancy of such information. If the family fails to notify the MHA of such a dispute during said period, then the MHA will proceed with issuing the denial

6. EFFECTIVE DATE

The Policy of the Milton Housing Authority governing the Request for and Use of Criminal Offender Record Information is effective as of November 12, 2013.:

7. SEVERABILITY

If any provision of this policy or the application thereof is held to be invalid, such invalidity will not effect other provisions or the application of any other part of this policy not specifically held invalid, and to this end of the provisions of this policy and various applications thereof are declared to be severable.

8. APPEALS

Disqualifications for leased housing programs based on information obtained from an adverse criminal offender record inquiry can be appealed by the tenant, participant or applicant using the related appeal process as listed:

Section 8 Participants	MHA Admin Plan Informal Hearing Procedures
Section 8 Applicants	MHA Admin Plan Informal Review Procedures

