Administrative Plan for Federal Housing Choice Voucher Programs: Part I

Cambridge Housing Authority

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CHAPTER 1: OVERVIEW OF THE PROGRAM AND PLAN

1.1 MISSION STATEMENT

CHA's mission is to produce, support and sustain safe, innovative affordable housing options in communities where residents have access to enriched services and opportunities that promote upward mobility, educational advancement and civic engagement.

1.2 PURPOSE OF THE ADMINISTRATIVE PLAN

The purpose of this Administrative Plan is to provide current and prospective participants and the greater Cambridge community with a comprehensive guide to the policies governing CHA's federally subsidized Housing Choice Voucher (HCV) Program. The Administrative Plan is designed to serve as both a referential policy document and a guidebook for individuals looking for specific information about CHA's federal subsidy programs.

The Executive Director is authorized by the Board of Commissioners to modify and implement procedures as needed in order to meet the requirements of this policy.

The Administrative Plan includes a **GLOSSARY** of definitions of terms used throughout the document. Generally, procedures are referenced, but not described in this Administrative Plan.

1.3 MOVING TO WORK (MTW) DEMONSTRATION

CHA first became part of the Moving To Work (MTW) demonstration in 1999 as one of the original MTW agencies. CHA's MTW Agreement provides that the agency shall have flexibility to design and test various approaches for providing and administering housing assistance that:

- Reduce cost and achieve greater cost effectiveness in federal expenditures;
- Give incentives to households with children whose heads of household are either working, seeking work, or are participating in job training, educational, or other programs that assist in obtaining employment and becoming economically self-sufficient; and
- Increase housing choices for low income households.

CHA is exempt from certain provisions of the U.S. Housing Act of 1937 and its implementing regulations. This allows CHA to design and test innovative methods of providing housing and delivering services to low-income households in an efficient and effective manner. CHA may adopt and implement policies for admission and occupancy, eligibility, selection and assignment, hardships, change in income, definition of elderly, reexamination's, establishing rents, lease requirements, and other specific criteria. The policies CHA has implemented pursuant to MTW are included in this Administrative Plan, CHA's MTW Agreement, and CHA's Annual Plans.

Program policies related to the HCV program and not addressed in this Plan are governed, as applicable, by CHA's MTW Agreement, Annual Plans and federal statutes and regulations as well as other applicable law. The policies adopted by CHA, under the MTW Agreement, will

remain in force through the term of the Agreement and will supersede existing and applicable HUD requirements unless and until amended.

1.3.1 MTW Policies

Policies that are adopted by CHA, under the MTW Agreement, are specifically noted in the Plan as MTW policies. Where a Plan policy relates to MTW and Non-MTW programs, the policy citation will not state MTW or Non-MTW. Finally, where regulatory citations are specifically identified in this Plan, if a corresponding MTW policy is in effect, the MTW policy will supersede the existing and applicable HUD regulatory citation.

The following table reflects the MTW policies contained in CHA's Administrative Plan. Where indicated throughout this Plan, certain MTW policies may also apply to non-MTW vouchers, as authorized by regulation/policy, individual program guidance, and/or approval by HUD as needed.

	Topic	Section of Admin Plan	Applicable Programs / Households
1.	MTW Transfers	• **MTW TRANSFERS**	All MTW households
2.	Elderly Age	• **Elderly Persons**	All MTW households
3.	Asset Income Verification	• **VERIFICATION OF ASSETS**	All MTW households, Mainstream, Designated Housing Vouchers; and upon approval from HUD, households in the VASH and EHV programs.
4.	Exclusions from Income	• **MTW Income Exclusions**	All MTW households
5.	Calculating Income and Adjusted Income	• **Calculating Income at Regular Recertifications** • **General Calculation of Asset Income**	All MTW households, Mainstream vouchers, Designated Housing vouchers; and upon approval from HUD, households in the VASH and EHV programs.
6.	Calculating Family Share and Subsidy	• **MAXIMUM INITIAL RENT BURDEN** • **Subsidy for Mixed Families**	All MTW households
7.	Hardships	• **MTW HARDSHIPS**	All MTW households
8.	Payment Standards	• **PAYMENT STANDARDS**	All MTW households
9.	Rent Reasonableness	• **WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED**	All MTW households
10.	Portability	• **CHA Portability Jurisdiction**	All MTW households

	Topic	Section of Admin Plan	Applicable Programs / Households
11.	Continued Occupancy and Reexaminations	• Reexamination Frequency • Interim Limits • Increases in Income (or Decreases in Expenses)	All MTW households
12.	Project-Based Vouchers (PBV)	• MTW PBV Policies • PBV Program Cap and PBV Project Cap • PBV SELECTION PROCESS FOR CHA-OWNED UNITS • Amendments to the HAP Contract • Over-Housed Units • Family Right to Move • CHA'S EXPIRING USE PRESERVATION PROGRAM	All MTW PBV households* **note: CHA-administered RAD and Section 18 PBVs may have alternative requirements. See Administrative Plan Part II and III.*
13.	MTW Sponsor-Based Voucher Program	• MTW SPONSOR-BASED PROGRAM	MTW Sponsor-Based Voucher program participants

1.4 CHA PROGRAMS

CHA operates a variety of federal, state, and local susbidy programs.

1.4.1 CHA Programs Subject to Administrative Plan Policies

This Administrative Plan generally applies to the following types of federally-assisted voucher programs:

- **Non-MTW Vouchers:**
    - Mainstream Vouchers
    - Veterans Affairs Supportive Housing (VASH) Program Vouchers
    - Designated Voucher Program (such as Non-Elderly Disabled/NED vouchers)
    - Emergency Housing Vouchers (EHV)
    - Fair Share Vouchers
    - Other Special Purpose Vouchers (SPVs), if/as awarded by HUD.

    Note: Where indicated throughout this Plan, certain MTW policies may also apply to non-MTW vouchers, as authorized by regulation/policy, individual program guidance, and/or approval by HUD as needed.

- **MTW HCV Vouchers:**
    - Tenant-Based Vouchers (TBV)
    - Project-Based Vouchers (PBV)
    - Sponsor-Based Vouchers – see **MTW SPONSOR-BASED PROGRAM** section.
- **Other HUD-Funded Programs:**

  In addition to the programs listed above, certain policies in this Plan may apply to the following programs, to the extent that they do not conflict with individual program regulations and/or requirements:
    - Moderate Rehabilitation Program (Mod Rehab) Single Room Occupancy (SRO) Units
    - Continuum of Care (CoC) Rental Assistance Programs

1.4.2 Other CHA Programs

In addition to federally-funded vouchers, CHA operates a variety of state and local rental assistance programs. Policies for state and local programs are subject to their own program regulations and policy documents, as applicable, and are generally not governed by the policies in this Administrative Plan. Federal Public Housing residents are subject to the policies in CHA's Admissions and Continued Occupancy Policy (ACOP).

1.5 UPDATING AND REVISING THE PLAN

CHA will review and update the Administrative Plan as needed to reflect changes in regulations, MTW initiatives, CHA operations, or when needed to ensure staff consistency in operation. The original plan and any substantive changes are approved by CHA's Board of Commissioners.

CHA will engage with program participants and agencies/organizations representing program participants when considering substantive changes to program policies, and will adhere to all appliable HUD requirements regarding the public process when making revisions to policy documents.

CHA, from time to time, may make non-substantive changes and edits to the Administrative Plan to clarify policy language, address inconsistencies and simplify language.

1.6 APPLICABLE REGULATIONS AND AGREEMENTS

This Administrative Plan is governed by the following authorities:

- CHA's Moving to Work Demonstration Agreement between CHA and the U.S. Department of Housing and Urban Development (HUD);
- CHA MTW Annual Plans; and
- As applicable, Preservation Agreements for Expiring Use Preservation properties.

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements;
- 24 CFR Part 8: Nondiscrimination;
- 24 CFR Part 35: Lead-Based Paint;
- 24 CFR Part 100: The Fair Housing Act;
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program;
- 24 CFR Part 983: Project-Based Voucher Program.

1.7 REGULATORY AND STATUTORY WAIVERS DURING EMERGENCIES

During periods of declared states of emergency, as certified by the applicable government designee with authority in CHA's jurisdiction, CHA may adopt HUD-published regulatory and/or statutory waivers to respond to the emergency. Where such waivers are adopted, CHA will retain documentation to identify the statute/regulation being waived, as well as the alternative requirement and period start and end dates for such waivers.

Where a waiver allows CHA to adopt and implement changes to the Administrative Plan without formal board approval, such informally adopted policies will be formally adopted and implemented consistent with required timelines and fair housing and equal opportunity statutes and regulations. Finally, CHA will follow applicable HUD tenant notification guidance regarding changes to policies, rules and/or special charges to tenants.

Where CHA requests and HUD approves MTW emergency waivers, CHA will follow the requirements as stated in the approved MTW Emergency Waiver activity including start and end dates for the waivers.

1.8 HOUSING OPPORTUNITY THROUGH MODERNIZATION ACT OF 2016 (HOTMA)

On July 29, 2016, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA made numerous changes to statutes governing HUD programs, including sections of the United States Housing Act of 1937. Title I of HOTMA contains 14 different sections that impact the public housing and Section 8 programs.

- **Sections 102 & 104:** The Final Rule implementing broad changes to income and asset in Sections 102 and 104 of HOTMA, was officially published in the Federal Register on February 14, 2023. On September 29, 2023, HUD issued notice PIH 2023-27, which provided guidance to PHAs on the implementation of the program changes described in the Final Rule; this was reissued on February 2, 2024 to provide revisions and further guidance. As of the date of this Plan, CHA is awaiting further guidance from HUD

regarding the implementation and compliance date for various provisions of HOTMA pertaining to Sections 102 and 104.

- **Sections 101, 105, 106, and 112:** On May 7, 2024 HUD published a Final Rule in the *Federal Register* implementing further changes under HOTMA, specific to Sections 101, 105, 106, and 112 of HOTMA and in reference to the October 8, 2020 proposed rule. The effective date of the rule is June 6, 2024; however, as of the date of this Plan CHA is awaiting further implementation guidance from HUD regarding these provisions and will update the Plan accordingly as additional guidance becomes available.

CHA has updated its policies throughout this Plan to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this Plan. As of the date of this Plan, CHA may be awaiting further guidance from HUD regarding the implementation of certain provisions of HOTMA and related requirements, as well as information that will be used by CHA to determine its internal compliance and implementation date of various provisions. CHA will update this Plan and its policies as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements.

In some cases, provisions of HOTMA may be wavied and/or superceded by CHA's MTW policies, as referenced throughout this Plan.

1.9 NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE)

As of the date of this Plan, HUD has released guidance extending the compliance date for implementation of the National Standards for the Physical Inspection of Real Estate (NSPIRE) – as referenced in the **INSPECTIONS** chapter and throughout this Plan – until October 1, 2025. As of the date of this Plan, CHA is awaiting additional guidance from HUD regarding the new compliance date and any administrative or other related revisions. CHA will estabish a NSPIRE compliance date that is on or prior to October 1, 2025, pursuant to the guidance available as of the date of this plan or any subsequent guidance. In the meantime, CHA will continue to utilize the Housing Quality Standards (HQS) methodology found in the previous version of this Administrative Plan. The NSPIRE-related provisions referenced throughout this Plan will become effective as of the CHA-established compliance date.

CHAPTER 2: FAIR HOUSING AND EQUAL OPPORTUNITY

2.1 NON-DISCRIMINATION

CHA treats all applicants and clients equally, providing the same quality of service, regardless of household characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and/or disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. CHA will comply with all applicable federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964
2. 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)
3. Executive Orders 11063 and 13988
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act (ADA) of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
7. 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;
8. Violence Against Women Reauthorization Act (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 participating households, applicants, or staff that may subsequently be enacted will also apply.

Protected Classes

CHA will not discriminate on the basis of race, color, sex, religion, familial status, age, disability, national origin, gender identity, marital status, sexual orientation, source of income, veteran or active military status, or genetic information.

CHA will not use any of the household characteristics or background described above to:

1. Deny to any household the opportunity to apply for housing, nor deny any qualified applicant the opportunity to participate in the Housing Choice Voucher program;

2. Provide housing that is different from that provided to others;
3. Subject anyone to segregation or disparate treatment;
4. Subject anyone to sexual harassment;
5. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
6. Treat a person differently in determining eligibility or other requirements for admission;
7. Steer an applicant or client toward or away from a particular area based any of these factors;
8. Deny anyone access to the same level of services;
9. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
10. Discriminate in the provision of residential real estate transactions;
11. Discriminate against someone because they are related to or associated with a member of a protected class; or
12. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

2.2 ASSISTANCE TO FAMILIES CLAIMING DISCRIMINATION

CHA will provide households with information on completing and filing HUD or other housing discrimination complaint forms at the time of the initial briefing and when a family claims that there has been illegal discrimination because of race, color, age, national origin, religion, sex, military status, sexual orientation, marital status, familial status, disability, gender identity, or source of income that prevents the family from finding or leasing a suitable unit with assistance under the HCV Program.

CHA will also direct households to the Cambridge Human Rights Commission (CHRC) and the Massachusetts Commission Against Discrimination (MCAD) for the purposes of completing and filing discriminations complaints.

2.3 POLICIES RELATED TO PERSONS WITH DISABILITIES

2.3.1 Definition of Disability

There are two different definitions for *person with a disability* used in the HCV program. One definition is used to qualify a family for a disabled deduction—either as a disabled household or as a dependent for an other adult with a disability—and the other is used in determining eligibility for a reasonable accommodation.

Disabled Deduction: Definition of a Person with a Disability

The term *person with disabilities* means a person who has any of the following types of conditions.

1. Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

   Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months.

   In the case of an individual who has attained the age of 55 and is blind (within the meaning of blindness as defined by 42 U.S.C 416(i)(1)), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

2. Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

3. Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C.15002(8)), which defines developmental disability in functional terms as follows:

   a. ***General.*** The term *developmental disability* means a severe, chronic disability of an individual that:

      i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;

      ii. Is manifested before the individual attains age 22;

      iii. Is likely to continue indefinitely;

      iv. Results in substantial functional limitations in 3 or more of the following areas of major life activity:

         (1) Self-care,

         (2) Receptive and expressive language,

         (3) Learning,

         (4) Mobility,

         (5) Self-direction,

(6) Capacity for independent living,

(7) Economic self-sufficiency; and

v. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

b. ***Infants and Young Children*.** An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the following criteria if the individual, without services and supports, has a high probability of meeting those criteria later in life: self-care, receptive and expressive language, learning, mobility, self-direction.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

This definition is also used for the dependent deduction, when an adult family member (who is not the head, co-head or spouse) is a person with disabilities.

This definition is also used when qualifying a household for admission to the HCV program; however, for purposes of qualifying a household for initial program admission, this definition does not include a person whose disability is based solely on any drug or alcohol dependence.

Reasonable Accommodation: Definition of a Person with a Disability

The definition of a *person with a disability* used to qualify a family for a reasonable accommodation is as follows:

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, Human Immunodeficiency Virus (HIV) infection, mental retardation, emotional illness, drug addiction (other than addiction cause by current, illegal use of a controlled substance) and alcoholism.

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

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

Is regarded as having an impairment means: has a physical or mental impairment that does not substantially limit one or more major life activities but is treated by another person as constituting such a limitation; 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 such impairment; or has none of the impairments defined in this section but is treated by another person as having such an impairment.

The definition of a person with disabilities does not include:

- Current, illegal use of or addiction to a controlled substance.
- Individuals who are alcoholics or drug abusers and:
    - Whose current use of alcohol or drugs prevents them from participating in the program or activity in question; or
    - Whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

2.3.2 Reasonable Accommodation Requests

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make Reasonable Accommodation in rules, policies, practices, or services when such accommodation may be necessary to provide a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

CHA will ensure that persons with disabilities have full access to CHA's programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

CHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by CHA.

CHA's policies and procedures regarding Reasonable Accommodations are included in: **APPENDIX A: REASONABLE ACCOMMODATION POLICY**.

2.4 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

Language for Limited English Proficiency (LEP) persons can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the Federal Register.

CHA will ensure that affirmative steps are taken to communicate with people who need services or information in a language other than English.

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Administrative Plan, LEP persons are HCV applicants and clients, and parents and household members of applicants and clients. In order to determine the level of access needed by LEP persons, CHA 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 HCV 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 CHA and costs.

Balancing these factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on CHA.

Further detail is available in **APPENDIX B: LANGUAGE ASSISTANCE PLAN AND LIMITED ENGLISH PROFICIENCY (LEP) POLICY**

2.5 VIOLENCE AGAINST WOMEN ACT PROTECTIONS

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking who are applying for or receiving assistance under the HCV or Public Housing programs. VAWA protections are not limited to women, but cover victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking regardless of sex, gender identity, or sexual orientation. Victims

cannot be discriminated against on the basis on any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

Note: Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

Further detail is available in **APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**.

CHAPTER 3: APPLICATIONS, WAITING LIST, AND TENANT SELECTION

3.1 OVERVIEW

CHA's policies provide that all families interested in housing assistance be given equal opportunity to apply for and receive assistance, and that they will be treated in a fair and consistent manner. Adherence to the selection policies described in this chapter ensures that CHA will be in compliance with all relevant fair housing requirements. No person shall, on the grounds of race, color, age, national origin or ancestry, religion or religious creed, sex/gender, military status, sexual orientation, marital status, familial status, disability, gender identity, genetic information, or source of income be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the HCV Program.

When a family wishes to receive assistance under the HCV program, the family must submit an application that provides CHA with the information needed to determine the family's eligibility. When HCV assistance becomes available, CHA will select families from the waiting list in accordance with HUD requirements and CHA policies as stated in the administrative plan and approved MTW plans.

This chapter describes HUD and CHA policies for taking applications, managing the waiting list, and selecting families for HCV assistance.

3.2 THE APPLICATION PROCESS

3.2.1 Overview

CHA maintains waiting lists to determine priority of placement into the HCV program. CHA maintains separate waiting lists for:

- The Tenant-Based Voucher (TBV) program(s);
- Project Based Voucher (PBV) program*;

  For which CHA may utilize site-based waiting lists for individual PBV properties or groupings of PBV properties. See **PBV WAITING LISTS for more information.*

- The Single Room Occupancy (SRO) unit program.

Any reference to HCV waiting lists refers to both the TBV and PBV site-based waiting lists (SBWLs).

An applicant's place on the waiting list is generally determined by their preference status (if applicable) and date and time of application.

Special programs—such as Designated Housing, Mainstream, VASH, EHV and other programs—may have specific waiting list and/or referral policies as required by HUD

regulations. Additional information may be found in other chapters, such as the **SPECIAL PURPOSE VOUCHERS (SPV)** chapter.

3.2.2 Processing Preliminary Applications for CHA's HCV Programs

Applicants may apply for the waiting lists(s) by submitting a pre-application to CHA via the online application (available at www.cambridge-housing.org).

Each preliminary application for admission to an HCV program will include the following:

- Applicant name;
- Date and time of application;
- The applicant's race and ethnicity (for demographic purposes only);
- Eligible preferences; and
- The apartment size(s) for which the applicant is eligible.

Although CHA tracks bedroom size requirements for each applicant at the time of application, this information is generally only used for PBV placements and not for the issuance of Tenant-Based vouchers.

CHA will not conduct screening on any preliminary application.

3.2.3 Accessibility of the Application Process

CHA will take steps to ensure that the application process is accessible to those persons who might have difficulty complying with the standard CHA application process. This could include persons with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP).

3.3 MANAGING THE WAITING LIST

3.3.1 Opening the Waiting List

CHA will announce the reopening of a waiting list in advance of the date applications will first be accepted. If the list is only being re-opened for certain categories of families, this information will be contained in the notice. The notice will specify where, when, and how pre-applications are to be received as well as the method CHA will use to determine applicant ranking on the waiting list. Additionally, the notice will specify whether a lottery will be used for the initial opening and whether the waiting list will remain open or will close on a specified date.

CHA will give public notice by publishing the relevant information in suitable media outlets when opening and closing the waiting list. All signs and advertisements will comply with CHA's **APPENDIX D: AFFIRMATIVE MARKETING PLAN** as well as with fair housing requirements. When opening a waiting list, CHA will inform and outreach to local organizations as such who serve low-income populations in order to ensure that the information reaches a diverse pool of

applicants. CHA will announce the reopening of the waiting list at least 10 business days prior to the date pre-applications will first be accepted.

3.3.2 Closing the Waiting List

When CHA determines that any of the HCV waiting lists contain an adequate pool of applicants for use of available program funding, the Director of Leased Housing or their designee may petition the Executive Director and the Board of Commissioners for permission to close the list for an undisclosed period of time.

3.3.3 Family Outreach

CHA will conduct outreach as necessary to ensure that CHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted. CHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in CHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved. CHA's outreach effort will be consistent with its LEP.

CHA outreach efforts may include:

- Analyzing the housing market area and the populations currently being served to identify underserved populations;
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program;
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class;
- Submitting press releases to local newspapers, including minority and foreign language newspapers;
- Developing informational materials and flyers to distribute to other agencies;
- Providing application information and/or materials to other public and private agencies that serve the low income population;
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities and/or for homeless persons.

3.3.4 Changes in Family Information While on the Waiting List

Persons on the waiting list must report changes in family information while on the waiting list in writing. Once the preliminary application has been submitted, it is the responsibility of the applicant to notify CHA in writing of any changes of address.

Applicants only need to submit one request to CHA to update their information, regardless of how many lists they are on. For example, if an applicant on the Tenant-Based Voucher waiting

list requests a change of address on their application, the applicant's address will also be updated on any other waiting lists that they are also on (such as Project-Based, public housing, SRO waiting lists, etc.).

Applicants should make sure that they can and will receive mail at any address they supply for the purpose of receiving mail.

Preference Changes

If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted to reflect the change.

Applicants are given a new sequence date when a change in circumstances results in their application receiving a preference. Their sequence date will be adjusted to the date when they obtained the preference.

When a change in circumstances results in the loss of a preference, applicants keep their original sequence date.

Family Break-Up

When an applicant family that is already on a waiting list splits into two otherwise eligible families due to divorce, legal separation, or otherwise, and both of the new families' units claim the same placement on the waiting list, but there is no court determination, the Director of Leased Housing or their designee will determine waiting list placement taking into account the following factors:

- Which family member applied as Head of Household;
- Which family unit retains children, disabled, or elderly members;
- Restrictions that were in place at the time the family applied;
- Role of domestic violence (if any) in the split;
- Any possible risks to family members as a result of criminal activity; and
- Recommendations of social service agencies or qualified professionals, such as the Department of Children and Families (DCF).

Change of Head of Household

If the original head of household changes (i.e., the head of household leaves the family or there is a switch in head of household) while the family is on the waiting list, the family must notify CHA and identify the new head of household.

- CHA will allow the family to keep their initial date and time of application if the new head of household is the spouse or co-head identified in the preliminary application.
- If the new head of household is anyone other than the spouse or co-head listed on the preliminary application, the family must submit a new preliminary application, if the

waiting list is open, and they will be given a new date and time of application. CHA may make exceptions to this policy and will evaluate exceptions on a case-by-case basis.

- The head of household and/or co-head may not be removed from the application without each other's mutual consent. The head of household and/or co-head may add or remove household members from the application. If there is no agreement between the head of household and/or co-head regarding removal of one of their names from the application, CHA will determine who retains the preliminary application based on policies for a family split as noted above.

Changes in Household Size (PBV Waiting Lists)

If an applicant's eligibility for a specific bedroom size changes while on a PBV waitlist, the applicant's position will be adjusted on the list so that they are placed on the list with other applicants eligible for similarly sized apartments.

- **Removal of member from applicant household:** applicants removing household members will retain their sequence date. If the household size reduces to a bedroom size that is not available on that waiting list or is not accepting new applicants then the applicant will not be placed on that waiting list.
- **Addition of member to applicant household or other increases in eligible bedroom size:** except in cases of birth, marriage, change(s) of custody, family reunification, and/or adoption, applicants adding household members will receive a new sequence date.

  If during screening it is discovered that the bedroom size need has increased, the applicant household can elect to voluntarily underhouse themselves, if the bedroom size elected would not exceed CHA's maximum occupancy standards. The under-housed household will be allowed to submit a new pre-application for their appropriate bedroom size after being successfully housed.
- At least one member of the initial household must remain part of the household at the time of screening, or the pre-application will be closed.

3.3.5 Updating the Waiting List

CHA will update its HCV waiting lists (TBV, PBV, and/or SRO lists) periodically and/or as needed by sending requests for information and updates to applicants on the lists. The family's response to CHA's outreach must be submitted within the timeframe and format required by CHA. Applicants are responsible for maintaining current contact information with CHA.

3.3.6 Outreach Methods

When selecting applicants from the waiting list and/or updating the waiting list CHA will outreach to applicants according to the contact information provided on their preliminary

application (accounting for any updates in contact information that have subsequently been requested/processed).

CHA will communicate with applicants regarding selection from the waiting list or waiting list updates via written correspondence. Applicants must provide a mailing address to CHA and keep their mailing address up-to-date with CHA. If an email address is provided CHA may also attempt to contact the applicant via email.

3.3.7 Removal from the Waiting List

Applicants may be removed from the waiting list for various reasons, as described further below. Additionally, an applicant's removal from CHA waiting list(s) may depend on the type of program, type of outreach, and outcome of the outreach and screening process, as applicable. An applicant can request to be removed from a particular waiting list at any time without being removed from the other lists. See chart below:

Situation	**Description**	**Waiting Lists Removed from:**
Mail Returned to Sender / Undeliverable	Correspondence to the applicant household is returned to CHA marked as: *unknown*, *return to sender*, *forwarding address unknown*, *no such address,* or similar status.	All CHA Waiting Lists
Applicant Leases with a CHA TBV	Applicant leases up with a CHA Tenant-Based Voucher	All CHA Waiting Lists*
Applicant is Housed in a PBV unit	Applicant is Housed in a CHA-assisted PBV unit	All CHA Waiting Lists*
Applicant Requests Removal from Waiting List(s)	Applicant requests removal from a specific waiting list(s)	Only the waiting list(s) the applicant requested removal from.
Failure to Respond	Applicant fails to respond regarding outreach for HCV TBV or PBV assistance	All HCV Waiting Lists
Failure to Complete the Eligibility Process	Applicant fails to complete the eligibility process or attend a briefing appointment (either in person or virtually)	All HCV Waiting Lists
Applicant Denied - Ineligible	Applicant is denied program assistance by CHA due to not meeting program eligibility requirements (i.e. not income eligible, asset restriction, criminal background screening, etc.)	All HCV Waiting Lists

Situation	Description	Waiting Lists Removed from:
Applicant Denied by PBV Owner – Site-Specific Requirement	Applicant is denied by PBV Owner due to a site-specific requirement (not related to HCV eligibility).	Individual PBV SBWL only
Applicant Turns Down PBV Unit Without Good Cause	Applicant Turns Down PBV Unit Without Good Cause	Individual PBV SBWL only

**Applicants who are housed in a CHA-assisted SRO unit or with state rental assistance may remain on all other CHA waiting lists.*

3.3.8 Requests for Reinstatement

When an applicant has been removed from the waiting list due to failure to respond to a waiting list update (see **Updating the Waiting List**), the following policies apply:

- In cases where CHA has removed an applicant from the list for failure to respond, CHA will reopen the application if contacted within six months of the removal.
- After six months, and absent any reasonable accommodation issues for an individual with disabilities, the Director of Leased Housing or their designee in their sole discretion may reopen the case. This decision is final and not subject to appeal.
- If removal from the waiting list is due to an error by CHA, removed applicants will have their applications reopened.

Please note that the above policies apply to removals due to failure to respond to a waiting list update only. If the applicant is removed from the waiting list due to other reasons (such as failure to meet eligibility criteria, removed from the waiting list due to being housed in a PBV unit or leasing with a tenant-based voucher, etc.) then the applicant is not eligible to be reinstated to the waiting list.

Denials due to failure to meet eligibility criteria are subject to the policies in the **INFORMAL REVIEWS – APPLICANTS** section of this Plan.

3.4 HCV FUNDING SOURCES

3.4.1 Special Admissions

HUD may award funding for specifically named families living in specified types of units (e.g., a family that is displaced by demolition of public housing). In these cases, CHA may admit such families whether or not they are on the waiting list, and, if they are on the waiting list, without considering the family's position on the waiting list. These families are considered non-waiting list selections. CHA will maintain records showing that such families were admitted with special program funding.

3.4.2 Targeted Funding

HUD may award CHA funding for a specified category of families on the waiting list or for families referred by a designated agency. CHA must use this funding only to assist families within the specified category. CHA administers the following types of targeted funding programs:

- Mainstream Voucher Program
- Non-Elderly Disabled (NED) vouchers
- Veterans Affairs Supportive Housing (HUD-VASH)
- Emergency Housing Vouchers (EHV)

3.4.3 Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in **ORGANIZATION OF THE WAITING LIST**.

3.5 INCOME TARGETING REQUIREMENT

HUD requires that very low-income (VLI) families make up at least 75 percent of the families admitted to the HCV program during CHA's fiscal year. VLI families are those with annual incomes that do not exceed 50 percent of the median income for the area, as determined by HUD and adjusted for family size. To ensure that the income targeting requirement is met, CHA may skip non-VLI families on the waiting list in order to select a VLI family.

3.6 ORGANIZATION OF THE WAITING LIST

3.6.1 Tenant-Based Waiting List

The Tenant-Based Voucher waiting list will be ordered according to the hierarchy outlined below.

1. **Emergency Status.** Applicants with a local preference and approved Emergency Status and applicants or participants in any CHA housing program with a certified VAWA claim. See **EMERGENCY STATUS.**
2. **Reasonable Accommodation.** Current CHA HCV, RAD, Section 18, and public housing participants with an approved Reasonable Accommodation.
3. **Over-Housed or Accessibility Transfers.** Current participants who are in a unit that is too large for their household size; or participants are in an accessible unit but not in need of the accessible features of that unit.
4. **Project-Based Opt-Out.** Project-based participants (including RAD or Section 18 Tenants) who are requesting a tenant-based voucher after the applicable wait time (one or two years, as applicable) as outlined in the PBV **Family Right to Move** section of this Plan.

5. **Preference Applicants on the Waiting List.** Applicants on the Tenant-Based voucher waiting list with a **LOCAL PREFERENCE**.
6. **Non-Preference Applicants on the Waiting List.** Applicants on the Tenant-Based voucher waiting list without a preference.

Information on verifying these preferences may be found at **VERIFICATION OF PREFERENCE STATUS**. Within each individual preference category, households will be ordered by date and time of application.

3.6.2 Project-Based Waiting Lists

See **PBV WAITING LISTS**.

3.6.3 Exceptions to the Waiting List Order

As needed, applicants on the waiting list may be skipped to meet the **INCOME TARGETING REQUIREMENT**; and/or to satisfy eligibility requirements for programs with **Targeted Funding, Special Admissions**, or **Other Special Admissions**.

3.7 LOCAL PREFERENCES

CHA is permitted to establish local preferences, and to give priority to serving families that meet those criteria. Local preferences are established based on local housing needs and priorities.

The HCV Program waiting lists use a two-tiered system: one tier is for applicants with a preference and the other is for applicants with no preference. Within the tier of applicants with preferences, those preference applicants who also qualify for one of CHA's emergency's statuses will be selected before all other applicants with preferences who do not have emergency status. See **ORGANIZATION OF THE WAITING LIST** for more information.

Each local preference carries equal weight and shall not be ranked or combined in any way to grant a "higher" preference. CHA's preferences and related requirements are outlined in the sections below.

See **VERIFICATION OF PREFERENCE STATUS** for more information on methods for verifying the preferences noted below.

3.7.1 Cambridge Local Preference

Preference will be given to non-Mainstream applicant households who can verify that they were/are either a (1) Cambridge Resident, or (2) Working in Cambridge; in either case, the applicant household must verify that they met/meet the preference on either the date that the applicant submitted their preliminary application to CHA, or on the date of final eligibility screening. Residency preferences cannot be applied to Mainstream vouchers.

1. **Cambridge Resident:** For the purpose of verifying this preference, a Cambridge resident is defined as an applicant that was/is permanently living in Cambridge on the date that

the household submits their preliminary application to CHA or on the date of final eligibility screening.

a. Although there is no requirement that an applicant has lived in Cambridge for a specified period of time, the applicant's housing arrangements must have been/be intended to be permanent and not temporary in nature.

b. However, if the applicant was/is temporarily living with relatives in Cambridge or is/was living in a shelter in or outside of Cambridge and, in either case, the applicant's last permanent residence and domicile was in Cambridge, then they shall still be considered to have been a resident of Cambridge for the purpose of verifying this preference.

c. Residents also include families living in Congregate Housing or Single Room Occupancy arrangements in Cambridge.

2. **Working in Cambridge:** eligibility for this preference includes any applicant or applicant's family member (who is listed on their preliminary application as an approved member) employed in Cambridge on the date the applicant submitted their preliminary application to CHA, or employed or about to be employed in Cambridge on the date of final eligibility screening. This includes self-employed persons who can demonstrate specific arrangements to carry out their employment activity in Cambridge.

3.7.2 Residency Transitional Households

A Residency Transitional Households, for the purpose of verifying this preference, is an applicant that is currently living in a Cambridge shelter or transitional facility, or was living in a Cambridge shelter or transitional facility but was later relocated by the Executive Office of Housing and Livable Communities (EOHLC) and/or service provider to a facility outside of Cambridge.

3.7.3 Veterans

A Veteran, for the purpose of verifying this preference, is defined as honorably discharged individuals that performed wartime service as defined in M.G.L. c. 121B § 1 and their spouses, surviving spouses, parents, and other dependents that apply for any housing. Veterans who qualify for this preference and who have the same date of application will receive a preference in the following order:

1. Veterans with a service-connected disability;
2. Families (surviving spouse, parent, or other dependent) of deceased veterans whose death was service connected; and
3. Other veterans.

Please note this is not the definition used for VASH purposes. See **VASH** for more information on qualifying for the VASH program.

3.7.4 Limited Preferences

Non-Elderly Disabled Homeless Preference

CHA will provide a preference to a set limited number of non-elderly persons with disabilities transitioning out of institutional and other segregated settings, and non-elderly disabled homeless persons. The number of vouchers to be allocated under this limited preference will be established based on new voucher funding awards from HUD and according to the priorities and requirements outlined during the application processes for these vouchers, as applicable.

CHA will issue vouchers to eligible applicants who:

- Meet the HUD definition of homeless (as described in the Mainstream 2018 NOFA) or are transitioning out of institutional or other segregated settings (as described in the Mainstream 2018 NOFA);
- Have been referred to CHA by a homeless service provider with whom CHA has executed a Memorandum of Understanding (MOU);
- Have received a written commitment from the homeless service provider to offer supportive services. Participation in offered supportive services is not required;
- Have verification of the referral from the partnering state or local homeless services provider or health care organization. Participation in any offered supportive services is not required.

For each of the priority groups, CHA will award vouchers by date and time of application.

Within each priority, when and if there are no applicants from the referring agencies, CHA will award these vouchers as follows using date and time of application for applicants within each of the groups below:

1. Non-elderly families with disabilities who are homeless or transitioning out of institutional and other segregated settings who have not been referred by a partnering state or local homeless services provider or health care organization.
2. Non-elderly disabled families from the waiting list.

When one of these voucher turn over, CHA will issue the voucher to the next eligible household according the issuance criteria stated above.

Designated Housing Vouchers

CHA will provide a preference for a limited number of vouchers for non-elderly disabled applicants on its elderly/disabled public housing, RAD, or FPH waiting lists, who are unable to receive timely placement due to the limited number of non-elderly disabled families allowed at elderly/disabled housing properties due to state/federal requirements.

3.7.5 Other Special Admissions

CHA has and may develop additional limited local preferences through CHA Board approval. These special initiatives may be based on CHA and community priorities or approved MTW initiatives. In addition, special housing initiatives may include a defined number of HCVs that will be allocated to households meeting specific described criteria.

3.8 EMERGENCY STATUS

Applicants who qualify for one of CHA's local preferences and who meet the criteria for one or more of CHA's emergency statuses may be moved to the top of the waiting list.

Emergency status for a victim of domestic violence requires that the incident occurred in Cambridge and the situation meets certain other conditions, as described below. Emergency status applicants in other categories must first qualify for a preference as described in **LOCAL PREFERENCES** (i.e., must meet the criteria for the the Cambridge Resident, Employed in Cambridge, Residencey Transitional Households, or Veterans preference).

Applicants meeting preference and emergency status criteria may be offered the next available apartment in public housing, RAD, Section 18, PBV, or in some cases, a Tenant-Based HCV. CHA's emergency statuses and related eligibility criteria are outlined below.

Each of the criterion in this category carries equal weight and shall not be ranked or combined in any way to grant a "higher" preference. Only one emergency application for a particular emergency per household will be accepted. Due to the nature of these circumstances, families receiving a voucher under this category may not appear on the waiting list; however, CHA will maintain documentation verifying the household's qualifying status.

3.8.1 Victims of Domestic Violence

To qualify for the Victims of Domestic Violence status the criteria below must be met:

1. The applicant or household member is a victim of domestic violence as defined in the Abuse Prevention Act at M.G.L. c. 209a or the Violence Against Women Act (VAWA); and
2. The applicant or household member is/was a permanent and approved resident of the Cambridge dwelling unit; and
3. That the abuser is/was a permanent and approved resident of the Cambridge dwelling unit when displacement is claimed through loss of income; and
4. The applicant or household member has submitted a certification of, and if required by CHA, third-party verification of domestic violence as described in this Plan under the VAWA policies; and
5. One of the following:

a. The applicant or household member has been displaced from their Cambridge dwelling unit due to domestic violence and has not secured permanent housing; and the last incident of abuse (threatened, attempted or actual) must have occurred within six months of CHA's receipt of the emergency application; or

b. The applicant or household member is recently displaced or likely to be displaced from their Cambridge unit due to the loss of income from an abuser who must leave the home (e.g., restraining order issued); and the applicant's or household member's rent is documented to be more than 50% of their monthly adjusted income as a result of the loss of income from the abuser being separated from the household.

If emergency status is granted, CHA will consider this an emergency to be addressed by the issuance of a voucher.

3.8.2 Victims of a Natural Disaster

The applicant family has been left without housing because of natural disaster such as a fire or a flood, and is a preference family as of the date of the natural disaster.

1. The applicant must show that they were a permanent and approved resident of the property;
2. The applicant or any member of the household was not responsible for the situation that caused the displacement; and
3. The damage to the property must be sufficient enough that the property has been condemned and/or repairs are estimated to exceed two months.
4. The applicant must apply within six months of the date of the natural disaster. The Director of Leased Housing (or their designee) may waive this provision at their discretion for good cause; however, a decision whether to waive or not waive this provision is final and not subject to appeal as a discretionary administrative determination by CHA, as noted under **Decisions Not Subject to Informal Review** in the chapter on Informal Reviews and Hearings.
5. Only one emergency application for a particular emergency per household will be accepted.

EXAMPLE: A mother and daughter who lost their two-bedroom apartment to fire cannot each apply for a one-bedroom unit through the emergency application process. They must apply as a household for a two-bedroom in order to receive the emergency status. However, they can each apply for a separate one-bedroom units through CHA's standard waiting list with a non-emergency preference.

3.8.3 Notice to Vacate by the City of Cambridge

The applicant is a preference family and has been given notice by the City to vacate an apartment and did not know of the issues that led to the order to vacate.

1. The applicant must show that they were a permanent and approved resident of the property;
2. The applicant or any member of the household was not responsible for, nor substantially contributed to, any of the issues that led to the order to vacate; and
3. The conditions that led to the condemnation or other orders to vacate the property could not have been evident at the time that the applicant moved into the apartment.

EXAMPLE: Jacinta received a notice to vacate from the City of Cambridge after a sinkhole opened in the road in front of her apartment, and the City determined that it was permanently unsafe for anyone to remain in the building. The City sent each resident a notice to vacate. Jacinta could apply for emergency status based on only one of the following circumstances:

- Receipt of the notice to vacate from the City of Cambridge; or
- Natural disaster as a result of the sinkhole.

She could not apply on the basis of both, nor would her being a victim of both allow her higher status than if she had only had to contend with one of the circumstances.

3.8.4 No Fault Eviction

The applicant is a preference family and is imminently faced with displacement by court order in a *no fault* eviction case and the applicant:

- Has an absolute deadline to vacate their current home within 90 days or a time set by court order; or
- Has been displaced by court order in a *no fault* eviction case within six months of the CHA's receipt of the emergency application and has not secured permanent housing.

In either case:

- Receipt of a notice to vacate from a landlord is not sufficient. The applicant must show documentation that the landlord has received a court order that meets all other criteria listed in this section.
- The applicant can show that their total household income is less than 60 percent of AMI and has been less than 60 percent of AMI for the proceeding 12-month period.
- *No fault* evictions shall not include evictions for nonpayment of rent unless the applicant can show that the applicant's shelter burden exceeded 50 percent of adjusted income due to a change in circumstances which was beyond the control of the applicant or applicant's household member and such change was caused by an event or events other than, or in addition to, loss of employment.

3.8.5 Emergency Status Review and Outcome

CHA's Emergency Review Committee will review and make determinations as to whether an applicant or household member qualifies for emergency status. Only one emergency application for a particular emergency per household will be accepted.

The Emergency Review Committee shall be made up of no less than three members of the Leased Housing Department and will be chaired by the Director of Leased Housing or their designee.

Applicants that are determined to lack a preference and/or none of the emergency criteria apply to their circumstances are precluded from being considered for emergency status and will be provided with a detailed explanation of the reasons for the denial. This explanation will inform the applicant of their right to appeal the staff decision directly to the Executive Director or their designee by submitting a written response and/or additional information within 21 days. The Executive Director's decision regarding preference eligibility is final with no right to appeal.

CHA's Conference Panel will hear appeals related to those cases that have advanced through the Emergency Review Committee, are confirmed to meet the preference criteria, and whose case has been acted on by the Executive Director or their designee.

Emergency Review Committee

Applicants that are determined to have a preference and appear to fall within one of the emergency criteria will be provided the opportunity to document their situation a CHA staff person that was randomly assigned to perform the intake.

- While the CHA staff person does not advocate on behalf of the applicant, they are expected to work with the applicant to collect documentation that will support the applicant's claim.
- Once the applicant has been provided sufficient time to document their situation, the staff person will present the applicant's case to the Emergency Review Committee.
- The Emergency Review Committee will only review documentation contained in the applicant's file; no testimony or presentation from the applicant is allowed. The staff person that performed the intake presents the documentation to the committee.
- The Emergency Review Committee makes a recommendation to the Executive Director based on the documentation contained in the file at the time of the presentation unless Chair, at their sole discretion, opts to table a recommendation and request additional information.
- The recommendation of the Emergency Review Committee is sent to the Executive Director or their designee and they may either concur or overturn the recommendation.

3.9 MTW TRANSFERS

MTW Policy

Applicable to: All MTW households

Description: To increase housing options for households, MTW program participants may transfer between the public housing and HCV programs on a case-by-case basis. This activity allows CHA to move families from public housing to the HCV program and vice-versa. For this activity, *public housing* includes CHA's former public housing developments.

Circumstances warranting a MTW Transfer may include but are not limited to:

- Accommodate an under housed household, where an apartment of sufficient size does not exist in CHA's stock;
- Accommodate an elderly head of household, who wishes to move from the HCV program to designated elderly public housing; and
- Accommodate a domestic violence victim, a victim of violent crime, or a witness of violent crime, when CHA determines that a housing choice voucher may provide an additional measure to protect the victim's safety.

The number of MTW transfers is capped at 24 transfers in a fiscal year.

Transfers between public housing and HCV for the purposes of reasonable accommodation are not considered MTW transfers and will not be counted towards the 24-household limit.

3.10 NOTIFICATION OF SELECTION FROM THE WAITING LIST

CHA will notify the family via written correspondence when it is selected from the waiting list.

Once a family is selected form the waiting list, CHA will conduct eligibility screening consistent with the policies in the chapter on **ELIGIBILITY.**

CHAPTER 4: ELIGIBILITY

4.1 QUALIFYING FOR ADMISSION

Every individual and family admitted to the HCV program must meet all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by CHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the HCV program, the applicant family must:

- Qualify as a family as defined by HUD and by CHA;
- Have income at or below HUD-specified income limits;
- Not have assets in excess of the asset limit as described in the section on **ASSET RESTRICTIONS**, except as allowed under MTW;
- Not own real property that is suitable for occupancy by the family as a resident as described in **ASSET RESTRICTIONS**, except as allowed under MTW;
- Qualify on the basis of citizenship or the eligible immigrant status of at least one family member;
- Provide Social Security numbers for all household members for whom they are required (does not include family members who do not contend eligible immigration status);
- Consent to CHA's collection and use of family information as provided for in CHA-provided consent forms;
- Unless current on a repayment agreement, not currently owe any money to CHA, another public housing authority (PHA), or an owner of state- or federally-assisted housing;
- Be of legal age (at least 18 years of age) or an emancipated minor;
- Not have current or past behavior that includes activities that are prohibited by HUD or CHA; and
- Provide all required documents.

4.2 DEFINITIONS

4.2.1 Family

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

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left

foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act and is homeless at age 16 or older; 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, if they have been in the household for at least two years or since admission.

CHA has the discretion to determine if any other group of persons qualifies as a family. The following persons do not meet the definition of a family and cannot be considered a family member:

- Live-in aides (even if related to a family member);
- Boarders, lodgers, or transient paying guests;
- Unrelated adults who have not lived as family members on a regular basis.

Each family must identify the individuals to be included in the household at the time of application, and must update this information if the family's composition changes.

When a family that consists of two families living together applies, such as two parents and a daughter with her own husband or children, if they apply as a family unit, they will be treated as a family unit.

4.2.2 Household

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

4.2.3 Head of Household

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.

The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law or have

a power of attorney to do so. A minor who is emancipated under state law may be designated as head of household.

4.2.4 Spouse, Co-Head, and Other Adult

A family may have a spouse or co-head, but not both.

- Spouse means the marriage partner of the head of household. A marriage partner includes the partner in a common law marriage as defined in state law. The term spouse does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.
- A co-head is an individual in the family who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head. Minors who are emancipated under state law may be designated as a co-head.
- Other adult means a family member, other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

4.2.5 Dependent

A *dependent* is a family member who is:

- Under 18 years of age; or
- A person of any age who is a person with a disability; or
- A full-time student.

The following persons can **never be dependents**, for the purposes of determining dependent deductions:

- The head of household,
- Spouse;
- Co-head;
- Foster children;
- Foster adults; and
- Live-in aides (including children of live-in aides, if any).

Joint Custody of Dependents

Dependents that are subject to a joint custody arrangement will be considered a member of the family if the dependent lives with the applicant or participant family 50 percent (at least 183 days/year) or more of the time. When more than one applicant or participant family is claiming the same dependents as family members, the family with physical custody of the child or children at the time of screening or reexamination will be able to claim the dependents. If there

is a dispute about which family should claim them, CHA will make the determination based on available documents such as;

- Court orders,
- A federal tax return showing which family has claimed the child for income tax purposes,
- School records, and/or
- Receipt of benefits on behalf of the child.

4.2.6 Full-Time Student

A full-time student (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

4.2.7 Elderly Persons

An *elderly person* is an individual who is at least 62 years of age.

> ***MTW Policy***
>
> **Applicable to:** All MTW households
>
> **Description:** An elderly person is an individual who is at least 58 years of age.

4.2.8 Near-Elderly Persons

A *near-elderly person* is a person who is at least 55 years of age but below the age of 62.

4.2.9 Elderly Family

An *elderly family* is one in which the head, spouse, or co-head, or sole member is an elderly person.

4.2.10 Persons with Disabilities and Disabled Family

Persons with Disabilities

See **Disabled Deduction: Definition of a Person with a Disability**.

Please note that this definition—used for eligibility and deduction purposes—differs from the definition used for purposes of *reasonable accommodations* under CHA's Reasonable Accommodations Policy. See **Reasonable Accommodation: Definition of a Person with a Disability**.

Disabled Family

A *disabled family* is one in which the head, spouse, co-head, or sole member is a person with disabilities. The term *disabled family* may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more person who are

determined to be essential to the care or well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly.

4.2.11 Temporarily Absent Family Members

The following persons may be considered to be *temporarily absent family members:*

- Full-time students away at school who have not established their own household, but expect to return to the family for school breaks;
- Family members serving in the military;
- Family members confined to a nursing home or hospital for less than 90 cumulative days in a 12-month period.
- Children temporarily away from the home because of placement in foster care.

Temporarily absent family members should still be considered as part of the household for purposes of eligibility and continued occupancy.

4.2.12 Emancipated Minor

An *emancipated minor* is a person under 18 years of age who does not live or intend to live with their parents.

4.2.13 Foster Children and Foster Adults

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.

A *foster child* is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

4.2.14 Live-In Aide

A *live-in aide* is a person who resides with one or more elderly persons, or near-elderly persons, and/or persons with disabilities, and who:

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

CHA will approve a live-in aide if needed as a reasonable accommodation, to make the program accessible to and usable by the family member with disabilities. A live-in aide may be assigned a bedroom, but is not added to the voucher or lease.

Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not *family* members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family, and would not be eligible to become the

head of household or otherwise remain in the unit after the departure of the person who required a live-in aide.

CHA may allow a family member of the live-in aide (i.e., spouse, significant other, or children of the live-in aide) to reside in the unit; however, only one bedroom will be allocated for a live-in aide and their family member, and will only be approved as long as it does not violate maximum occupancy standards.

A family's request for a live-in aide must be made in writing; however CHA may assist a disabled family member with this request.

CHA will apply the following screening criteria when determining approval/disapproval of a particular person as a live-in aide and will deny admission of that person if the proposed live-in aide:

- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- Is subject to a lifetime registration requirement under a federal or state sex offender registration program;
- Has committed drug-related criminal activity or violent criminal activity; -
- Currently owes rent or other amounts to CHA, to another PHA, or to an owner of state- or federally-assisted housing; and/or
- Does not meet the definition of a live-in aide

Live-in aides who are unauthorized occupants in the unit will not be considered household members.

4.2.15 Veteran

A *veteran* is a person who served in the active military or naval service of the United States at any time (Army, Navy, Air Force, Marines or Coast Guard, Reservists and/or National Guard) and who was discharged or released from such service under conditions other than dishonorable. CHA may request discharge documentation to verify honorable discharge.

4.3 ELIGIBILITY SCREENING

To be eligible for participation, an applicant must meet the criteria established by CHA, including meeting the definition of family.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, CHA will provide the family with a written list of items that must be submitted. Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview.

See **Verification of U.S. Citizenship or Eligible Immigration Status** for policies on document requirements for verifying eligible immigration status. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial.

4.3.1 Eligibility Screening Appointment

Families selected from the waiting list may be required to participate in an eligibility interview, which may be conducted in-person or virtually. If an eligibility interview is required, the head of household and all adult household members must attend the interview together. Reasonable accommodation will be made for persons with disabilities who are unable to attend an interview due to their disability. Being invited to attend an interview does not constitute admission to the program.

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

If the family is unable to attend a scheduled interview, the family should contact CHA in advance of the interview to schedule a new appointment. In all circumstances, if a family fails to attend a scheduled interview without CHA approval or an approved reasonable accommodation, the family will be removed from the waiting list.

4.3.2 Income Limits

HUD establishes income limits for all areas of the country. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes.

- *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 (adjusted for family size), whichever number is higher.
- *Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
- *Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
- *Moderate-income family*. A family or person whose incomes are between 80 percent and 95 percent of median area income, as determined by the Federal Housing Commissioner, with adjustments for smaller and larger families.

4.3.3 Income Limits for Eligibility

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD's published income limits. To be income-eligible, a family must be one of the following:

- An extremely low-income family: a family whose income does not exceed the higher of 30 percent of Area Median Income (AMI) or the poverty level, adjusted for family size;
- A very low-income family: a family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size;
- A low-income family (annual income does not exceed 80 percent of AMI) that currently resides in a CHA public housing development, but is being displaced due to modernization, rehabilitation, RAD conversion or other reasons due to no fault of the family;
- A low-income family (annual income does not exceed 80 percent of AMI) that has been *continuously assisted* under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program. See full definition above for continually assisted;
- A low-income family (annual income does not exceed 80 percent of AMI) that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multi-family housing homeownership) developments, or other HUD-assisted multi-family homeownership programs covered by 24 CFR 248.173;
- A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101;
- A family residing in *expiring use* developments, at the time of conversion, where the family's household income does not exceed 80 percent of AMI (or *low-income*); or
- A family residing in *expiring use* developments, at the time of conversion, which is eligible for the receipt of Enhanced Vouchers according to applicable law, may be eligible for the Section 8 program provided that the household gross income does not exceed 95 percent of AMI.

4.3.4 Continuously Assisted

CHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by CHA or if there is a break in assistance under any 1937 Housing Act program for a period of less than 30 days from the date of the screening appointment with CHA. This policy assumes that the break in assistance is not due to adverse termination and that the applicant has left the prior program in good standing.

4.3.5 Income Limits for Targeting

At least 75 percent of the families admitted to the CHA's program during a CHA fiscal year must be extremely low-income families.

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.

4.3.6 Income Limits for VASH

Please see the section on VASH under **DENIAL OF ASSISTANCE** in the Denial and Termination of Assistance chapter for information about income limits and screening specific to the VASH program.

While income-targeting does not apply to VASH vouchers, CHA may include the admission of extremely low-income VASH families in its income targeting numbers for the fiscal year in which these families are admitted.

4.4 ASSET RESTRICTIONS

As of the publication date of this Plan, **the policies regarding Asset Restrictions (including restrictions on real property ownership) in this section are currently applicable to MTW households only.**

Do not implement this policy for Non-MTW households until further instruction is provided by HUD.

Note: CHA has an existing approved MTW activity regarding restriction of assistance to households based on assets and property ownership. CHA's MTW activity has been updated to reflect the policies and restrictions noted in the HOTMA Final Rule, and as described below. The HOTMA Final Rule requires and permits PHAs to apply these restrictions without use of a MTW waiver. CHA will implement the asset restriction policies described below under its MTW activity until full implementation of the HOTMA Final Rule (sections 102 and 104). Once the HOTMA Final Rule (sections 102 and 104) has been fully implemented, these restrictions will continue to be applied, but will no longer be considered an MTW activity.

Subsidy assistance must not be provided upon admission or reexamination of family income if:

- **Restriction based on net family assets:** The family's net assets (as defined in § 5.603 and the **ASSET INCOME** section of this Plan) exceed $100,000, or as determined by HUD and adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; and/or
    - Exceptions:
        - At Admission: there are no exceptions to this restriction for households at initial program admission.
        - At Continued Occupancy: elderly and disabled households are exempt from this restriction. Additionally, original residents of *expiring use* properties are exempt from this restriction. All other households must

comply with the asset restrictions and will be given up to six months to come into compliance, once identified.

See **Exclusions from Assets** for what is not considered an asset.

- **Restriction based on real property ownership:** The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy by the family as a residence.

  A property will be considered *suitable for occupancy* unless the family demonstrates that the property:

  - Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation);
  - Is not sufficient for the size of the family;
  - Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by CHA or owner);
  - Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
  - Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

  This real property restriction does not apply to:

  - Any property for which the family is receiving assistance under 24 CFR 982.620 or under the Homeownership Option in 24 CFR Part 982;
  - Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
  - Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking as defined in 24 CFR 5, Subpart L; or
  - Any family that is offering such property for sale.

  There are no additional exceptions to the real property restriction.

4.4.1 Denial of Assistance due to Asset Restrictions – New Admission Households

CHA must deny households admission who do not meet the criteria listed above, in accordance with **DENIAL OF ASSISTANCE** policies. There are no exceptions for households at admission, other than the exceptions listed above.

4.4.2 Termination of Assistance – Recertifying Households

For recertifying households, CHA may delay termination of assistance for up to six months if the family is over the asset threshold at the time of their regular recertification, and the family will be given the opportunity to come into compliance with the asset threshold during that time. Otherwise, the household must be terminated in accordance with the policies in **TERMINATION OF ASSISTANCE.**

4.5 CITIZENSHIP AND ELIGIBLE IMMIGRATION STATUS

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

4.5.1 Declaration

Each family member must declare whether they are a citizen/national, an eligible noncitizen, or that they elect not to contend that they have eligible immigration status. For citizens, nationals, and eligible noncitizens, the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and for minors, by a parent or guardian.

The family must identify in writing any family members who elect not to contend their immigration status.

No declaration is required for live-in aides, foster children, or foster adults.

4.5.2 U.S. Citizens and Nationals

Generally, citizens and nationals are required to submit only a signed declaration as verification of their status. Family members who declare citizenship or national status will not be required to provide additional documentation unless CHA has information indicating that an individual's declaration may not be accurate.

4.5.3 Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must submit documentation to confirm the claimed citizenship, as well as cooperate with CHA efforts to verify their immigration status. See **Verification of U.S. Citizenship or Eligible Immigration Status**.

Lawful residents of the Republic of Marshall Islands, the Federated States of Micronesia, and the Republic of Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

4.5.4 Ineligible Noncitizens

Ineligible noncitizens are those who do not wish to contend their immigration status, and CHA requires that they sign a certification attesting to this. CHA will not verify a family member's

ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

4.5.5 Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated using the applicable proration policy (see **CALCULATING FAMILY SHARE AND SUBSIDY**), and that they may request a hearing if they contest this determination.

CHA will not provide assistance to a family before the verification of at least one family member as a citizen, national, or noncitizen with eligible immigration status.

4.5.6 Timeframe for Determination of Eligible Noncitizen Status

For new applicants, CHA will ensure that evidence of eligible noncitizen status is submitted no later than the date that CHA completes verification of other aspects of eligibility for assistance.

If an individual qualifies for a time extension for the submission of required documents, CHA will grant such an extension for no more than 30 days.

Each family member is required to submit evidence of eligible status only one time during continuous occupancy, unless that status changes or CHA finds conflicting information as to a person's status, at which time evidence of citizenship status will need to be re-submitted.

4.6 SOCIAL SECURITY NUMBERS

The applicant and all members of the applicant's household who are eligible to receive a Social Security number (SSN) must provide documentation of a valid SSN as part of the eligibility determination process if the member has:

- Not previously disclosed an SSN;
- Previously disclosed an SSN that HUD or the SSA determined was invalid; or
- Been issued a new SSN.

New household members are required to provide documentation of a valid SSN before approval for occupancy in an existing HCV household.

4.6.1 Verification of SSN

See **Verification of Social Security Numbers**.

4.6.2 Persons Not Required to Provide Documentation of a Valid SSN

The following persons are not required to provide documentation of a valid SSN:

- Individuals who do not contend eligible immigration status and do not have an assigned an SSN (in most cases, they will not qualify for one). CHA will request an alternate HUD ID number for the household members who do not contend to have eligible immigration status and who are not U.S. citizens or nationals.
- Individuals who have previously disclosed a valid SSN and HUD has determined the SSN to be valid; and
- Tenants who are 62 years old or older as of January 31, 2010 and who have not previously disclosed a valid SSN, will not be required to provide documentation of a valid SSN. This exemption applies even upon a move within the program.

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

4.6.3 Time Frame to Submit Documentation of SSN

Applicants will be required to provide an SSN on the pre-application form. Alternate arrangements will be made for applicants, during the pre-application process, who are not U.S. citizens or nationals or who do not have eligible immigration status.

CHA will request verification of the SSN during screening for eligibility. CHA will defer the eligibility determination for a period of 60 days from the date of the screening appointment (in person or virtual) for families with members who are eligible to receive an SSN but who have not yet provided verification of their SSN. If after 60 days, required SSN documentation is not provided, CHA will deny assistance. See policy exception below on SSNs for children under the age of six.

If a child under age six has been added to an applicant family within six months prior to voucher issuance, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 calendar days of the effective date of the initial HAP contract. CHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Participants who contend citizenship or eligible immigration status and who have not previously disclosed a valid SSN must do so at their next scheduled or interim reexamination within 90

days of CHA's request. CHA may grant an additional 90-day period, if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements or there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

If a proposed new household member is an adult, CHA will not approve addition of the adult to the household until SSN documentation has been provided.

If the proposed new member of an existing household is a minor child under the age of six and has no SSN documentation, CHA will allow the child to be added to the household; however, SSN documentation must be provided within 90 days of the child being added to the household. CHA, at its own discretion, may give an additional 90 days if CHA determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant. During the period that CHA is awaiting documentation; the child shall be included as part of the tenant household and the child shall be entitled to all the benefits of being a household member. If upon expiration of the provided time period, including any extensions, the tenant fails to produce an SSN for the child, the family will be subject to the penalties for failure to disclose an SSN.

4.6.4 Penalties for Failure to Disclose SSN

CHA will deny assistance to an applicant if each eligible member of the household does not disclose and provide documentation of their SSN. See **Federally Required Denial of Assistance**.

CHA will terminate the assistance of a participant family if each member of the household does not disclose and provide documentation of their SSN. See **Mandatory Termination of Assistance**.

4.7 PROOF OF AGE, PHOTO ID & OTHER REQUIRED DOCUMENTS

Applicants must provide birth certificates or proof of age for all household members and photo identification for all adult household members. The family must supply any other information that CHA or HUD determines necessary to the administration of the program. As an accommodation for individuals with disabilities and elderly individuals, as well as for individuals with religious considerations, with prior CHA approval, CHA may accept other forms of documentation to establish identity.

4.8 FAMILY CONSENT TO RELEASE OF INFORMATION

HUD requires each adult family member, and the head of household, spouse, or co-head, regardless of age, to sign form HUD-9886-A, Authorization for the Release of Information/Privacy Act Notice and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

On or after January 1, 2024, the form HUD-9886-A is only required to be signed by each family member at admission, the addition of an adult member to the household and/or when a family

member turns 18. The form HUD-9886-A is not required to be signed at each regular recertification and will remain effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to CHA to revoke consent.

CHA will deny admission to the program or terminate assistance if any member of the applicant family fails to sign and submit the form HUD-9886-A or other consent forms, which allow CHA to obtain information it has determined necessary in the administration of the HCV Program. Revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission, as applicable.

4.9 STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION

CHA will not provide assistance to a student enrolled at an institution of higher education who is seeking assistance on their own (separately from their parents) and who:

- Is under the age of 24,
- Is not a veteran,
- Is not married,
- Does not have a dependent child,
    - In the context of the student eligibility restrictions, *dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as noted above (see **Dependent**); and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance.

In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from their parents in accordance with CHA policy, the income of the student's parents will not be considered in determining the student's eligibility.

The law does not apply to students who reside with their parents who are applying to receive HCV assistance.

4.9.1 Determining Student Eligibility

If a student is applying for assistance on their own, apart from their parents, CHA will determine whether the student is subject to the eligibility restrictions above. If the student is subject to those restrictions, CHA will ensure that:

1. The student is individually eligible for the program,
2. Either the student is independent from their parents or the student's parents are income eligible for the program, and

3. The *family* with which the student is applying is collectively eligible for the program.

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

- Follow its usual policies in determining whether the student individually and the student's *family* collectively are eligible for the program;
- Determine whether the student is independent from their parents in accordance with the definition of independent student in this section;
- Follow the policies below, if applicable, in determining whether the student's parents are income-eligible for the program.

If CHA determines that the student, the student's parents (if applicable), or the student's *family* is not eligible, CHA will send a notice of denial, and the applicant family will have the right to request an informal review in accordance with the policies on **INFORMAL REVIEWS – APPLICANTS**.

In determining whether and how the eligibility restrictions apply to a student, CHA will rely on the definitions below.

4.9.2 Determining Parental Income Eligibility

For any student who is subject to the restrictions above and who does not satisfy the definition of *independent student* in this section, CHA will verify and determine the income eligibility of the student's parents. See **Verification of Parental Income of Students Subject to Eligibility Restrictions**. In determining the income eligibility of the student's parents, CHA will use the income limits for the jurisdiction in which the parents live.

4.9.3 Independent Student

CHA will consider a student *independent* from their parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met:

- The individual is of legal contract age under state law.
- The individual has established a household separate from their parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student.
    - To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:
        - Be 24 years old or older by December 31 of the school year for which aid is sought;
        - Be working toward a master's or doctorate degree;
        - Married or separated but not divorced;

- Have children who receive more than half of their support from the student;
- Have dependents (other than children or a spouse) who live with the student and receive more than half of their support from them;
- At any time since turning age 13, was orphaned, in foster care, or a ward or dependent of the court;
- Be an emancipated minor or in a legal guardianship as determined by a court;
- Be an unaccompanied youth who is homeless or self-supporting and at risk of being homeless;
- Be currently serving on active duty in the U.S. armed forces for purposes other than training; or
- Be a veteran of the U.S. armed forces.

- The individual was not claimed as a dependent by their parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.
- The individual provides a certification of the amount of financial assistance that will be provided by their parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

If CHA determines that an individual meets the definition of an *unaccompanied youth,* such a determination is all that is necessary to determine that the person is an *independent student* for the purposes of using only the student's income for determining eligibility for assistance. CHA will verify that a student meets the above criteria in accordance with the policies.

Institution of Higher Education

CHA will use the definition of *Institution of Higher Education* from the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

Parents

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

Person with Disabilities

CHA will use the statutory definition under **Persons with Disabilities and Disabled Family** to determine whether a student is a *person with disabilities.*

Unaccompanied Youth

An *unaccompanied youth* is an individual who is 21 years of age or younger or is still enrolled in high school and who is not living in the physical custody of their parent or guardian.

4.10 HOUSEHOLD MEMBER TURNING 18 BETWEEN INITIAL ELIGIBILITY AND LEASE UP

4.10.1 Income and Deductions

When a family member will turn 18 between the date of eligibility and on or before the effective date of initial lease-up, CHA will include the family member's income in the calculation of annual income.

EXAMPLE: The Smith family consists of two people: a mother and her 17-year-old son. CHA completes an eligibility determination on November 1. The family finds a unit with a lease effective date of December 15, but the son turned 18 on November 20. CHA calculates the income of that family member as if the son were an adult, since he will be 18 by the effective date of the lease. Deductions will also be applied as if he were an adult (i.e., he cannot receive a deduction for being a minor, but if he is disabled or a full-time student—and CHA verifies that—he can still receive a deduction as a dependent).

4.10.2 Release Forms

When a household member will turn 18 between the date of eligibility determination, but on or before the effective date of lease-up, CHA will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize CHA to obtain their income verification and count applicable income.

4.11 SCREENING

CHA conducts applicant screening to evaluate the eligibility and suitability of families who apply to the HCV program. CHA may deny assistance to an applicant based on the screening of applicants for family behavior or suitability for tenancy.

Families are provided an opportunity to explain circumstances and/or provide additional information when appropriate. CHA provides applicants an explanation of the basis for any decision made by CHA pertaining to the applicant's eligibility and or suitability.

If a participant is terminated or voluntarily leaves the program and re-applies, the applicant (former participant) will be subject to all CHA-required screening elements to determine eligibility and suitability for the program.

The circumstances under which CHA must deny an applicant may be found under **Federally Required Denial of Assistance** and **Other Reasons for Denial** of Assistance. See **CRITERIA FOR DENIAL OF ASSISTANCE** for further information, including consideration of mitigating circumstances.

4.11.1 EIV Existing and Former Tenant Reports

CHA will conduct EIV screening for new applicants and additions to the household in determining eligibility for the program.

EIV Existing Tenant Report

An EIV Existing Tenant Report will be run on all members (including minors) of an applicant household and when adding an adult or minor to an existing household. CHA will discuss with the applicant if the EIV Existing Tenant Report identifies that any member of the applicant's household is residing at another federally subsidized housing location, giving the applicant the opportunity to explain any circumstances relative to their being assisted at another location. CHA will follow up with the respective public housing agency or owner to confirm the individual's program participation status before admission, if necessary, depending on the outcome of the discussion with the applicant. CHA will retain the search results with the application along with any documentation obtained as a result of contact with the applicant and CHA and/or owner at the other location.

EIV Former Tenant Report

An EIV Former Tenant Report will be run on adult members of an applicant household and when adding an adult to an existing household. This report, also known as the *Debts Owed to PHAs and Termination Report*, shows any debt incurred by adult household members during previous participation in a HUD-assisted housing program; it also shows any previously reported adverse information (i.e., evictions, terminations). CHA will follow its policies on denial and termination of assistance when reviewing and acting on results of the EIV Former Tenant Report.

4.11.2 Debt Screening

CHA will conduct EIV screening on all members 18 years old or older through the EIV Former Tenant Report to determine if the applicant and/or any adult member of the household:

- Owes rent or other amounts to CHA, other PHAs, or other assisted housing programs in connection with the HCV program or public housing;
- Has not reimbursed CHA, other PHAs, or other assisted housing programs for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- Has breached any agreement to repay amounts owed to CHA, other PHAs, or other assisted housing programs; and/or
- Has breached an agreement with CHA, other PHAs, or other assisted housing programs to repay amounts paid to an owner by CHA, other PHAs, or other assisted housing programs.

When an applicant or a member of their household currently owes money to CHA, any other housing authority, or owner of state- or federally-assisted housing, the applicant must be rejected unless they are current on a repayment agreement or pays the debt in full within 30 calendar days. Note that if a family has filed for bankruptcy, the debt owed and/or termination information is not removed from HUD's EIV system; however, if the family has included this debt in their bankruptcy filing and/or this debt has been discharged by the bankruptcy court, their

record will be updated to include the bankruptcy indicator when the family provides documentation of their bankruptcy status.

For purposes of this section, *current* means amounts owed to CHA during the last six years or such other period for which the statute of limitations has not expired in Massachusetts or other applicable jurisdiction.

EXAMPLE: Mary is re-applying to the HCV program. When she left in 2019, she owed a debt to her prior landlord, and this appeared in the EIV Former Tenant Report that CHA ran in 2021 when she was pulled from the waiting list. Because this debt is less than six years old, a *current* debt is owed. However, if she had left the program in 2014, the debt could not be considered *current* unless applicable law permitted.

CHA will consider debt that is not *current* (as defined above) as part of a history of non-payment and may only deny admission to a household if there is other evidence of a history of non-payment and/or other eligibility factors, when taken as whole, that render a household ineligible for admission.

CHA will not conduct debt screening on Veterans Affairs Supportive Housing (VASH) households.

4.11.3 Screening for Suitability as a Tenant

CHA will not conduct additional screening to determine an applicant family's suitability for tenancy (unless it is the owner of the property, in which case CHA will follow its applicable tenant selection policies). The owner is responsible for screening and selecting the family to occupy the owner's unit. An owner may consider a family's history with respect to factors such as: payment of rent and utilities; caring for a unit and premises; respecting the rights of other residents to the peaceful enjoyment of their housing; criminal activity that is a threat to the health, safety, or property of others; and compliance with other essential conditions of tenancy.

CHA will inform owners of their responsibility to screen prospective tenants.

4.11.4 Criminal Background Screening

CHA's criminal background screening policy does not enlarge CHA's duty under any law, regulation or ordinance. If this policy conflicts with the applicable law, regulation, or ordinance, the law, regulation, or ordinance shall control. If this policy conflicts with another CHA policy of this Administrative Plan, this policy will control.

Every adult applicant and participant, including port-in participants, shall provide CHA with a consent form signed by each adult household member to permit CHA to obtain criminal records.

CHA will conduct a criminal background check:

- On every adult household member (including live-in aides) at intake,
- When a new adult (including a live-in aide) is added to the household, and/or

- Whenever CHA has a reasonable belief that a household member has engaged in fraudulent or criminal activity (CHA must have an active release on file).

The checks will be conducted in accordance with current Criminal Offender Record Information (CORI) regulations.

If the CORI check identifies a pending (i.e., *open*) criminal investigation, CHA will suspend the eligibility determination until the criminal investigation is completed, unless the applicant requests in writing that CHA complete the screening process. CHA will notify the applicant concerning their suspended eligibility status and request that the applicant notify CHA when the investigation is complete, at which time CHA will apply its eligibility and screening policies in making a final eligibility determination.

CORI checks will be considered current for a period of one year. If lease up (for new applicants) is not effective within one year from the date the CORI was run, a new CORI will be required.

The criminal history background check will be used to determine if any household member:

- Has within the past three years engaged in any drug-related criminal activity; violent criminal activity; or other criminal activity that would threaten the health, safety, welfare, or right to peaceful enjoyment of other residents, the owner, or CHA staff, contractors or subcontractors.
- Is subject to a lifetime sex offender registration in Massachusetts or other states where the household member is known to have resided; and/or
- Was convicted of drug-related criminal activity for methamphetamine production on the premises of any federally assisted housing.

See **Federally Required Denial of Assistance** and **Other Reasons for Denial of Assistance** for circumstances where CHA must deny a household based on criminal history.

CHA has no liability or responsibility to property owners, managers, or other persons for the family's behavior or conduct while in tenancy. Property owners and managers are responsible for screening tenants.

CHA will ensure that adverse housing decisions based upon criminal activity are supported by sufficient evidence that the individual engaged in such activity. CHA uses convictions, not solely arrest records, to determine that an individual has engaged in criminal activity. CHA may deny admission based upon the conduct underlying an arrest if the conduct indicates that the individual is not suitable for tenancy and CHA has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, will be the relevant factor for admissions and tenancy determination. Reliable evidence of a conviction may be the basis for determining that disqualifying conduct occurred. CHA may use other evidence to make a determination of unsuitability, including but not limited to any of the above or any of the following:

- Police reports detailing the circumstances of the arrest;
- Witness statements and any statements made by witnesses or the applicant not included in the police report;
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. CHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully; and/or
- Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity.

Families are provided an opportunity to dispute the accuracy and relevance of a criminal record before admission or assistance is denied on the basis of such record. If CHA proposes to deny or terminate assistance based on criminal history, the notice will specifically state the information obtained from the criminal history report that makes the applicant/participant unqualified. The notice shall also inform the applicant/participant that they have the right to dispute the accuracy of the record and that a copy of the record will be provided if the applicant requests upon request.

CHA shall pay for the costs of obtaining the criminal records; however, applicants and participants shall pay for the costs of other records or other documents that they obtain to use to refute the accuracy of the records presented by CHA.

If CHA previously denied admission to an applicant because a member of the household engaged in criminal activity, CHA may reconsider the applicant if CHA has sufficient evidence that the members of the household are not currently engaged in, and have not engaged in, such criminal activity during a reasonable period before the admission decision. CHA would have *sufficient evidence* if the household member submitted a certification that she or he is not currently engaged in and has not engaged in such criminal activity during the specified period and provided supporting information from such sources as a probation officer, a landlord, neighbors, social service agency workers, and criminal records, which CHA verified.

Criminal Record Maintenance

CHA will keep criminal records confidential and will not misuse or improperly disseminate them. CHA may use criminal records to screen applicants, to terminate assistance, or in court or administrative hearings.

CHA will not place the criminal records in the participants' files. CHA will disclose the records to CHA's officers or employees or authorized representatives or persons who have a job-related need for the information. If CHA discloses the criminal records in a judicial proceeding, CHA is not responsible for controlling access to or knowledge of the records after the disclosure.

4.11.5 Sex Offender Screening

CHA will 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 Massachusetts, as well as in any other state where a household member is known to have resided.

Additionally, CHA will ask whether the applicant, or any adult member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state.

4.11.6 VASH Screening

See the **Eligibility and Selection** section of the **VETERANS AFFAIRS SUPPORTIVE HOUSING PROGRAM (VASH)** chapter for VASH screening requirements.

4.12 REMOVAL OF A FAMILY MEMBER'S NAME FROM THE APPLICATION

Should CHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, CHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, CHA will deny admission to the family.

For other criminal activity, CHA may permit the family to exclude the culpable family members as a condition of eligibility. As a condition of receiving assistance, a family must agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to reside in the assisted unit. After admission to the program, the family must present evidence of the former family member's current address (if known) upon CHA request.

4.13 GROUNDS FOR DENIAL

CHA will deny admission if an applicant does not meet CHA's eligibility and screening requirements. See **DENIAL OF ASSISTANCE**.

4.14 REASONABLE ACCOMMODATION

If a family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, CHA will determine whether the behavior is related to the stated disability. If so, upon the family's request, CHA will determine whether admitting the family as a reasonable accommodation is appropriate. CHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See CHA's **POLICIES RELATED TO PERSONS WITH DISABILITIES**.

4.15 FINAL ELIGIBILITY DETERMINATION

If the family is eligible for assistance, CHA will notify the family in writing and schedule an appointment (in person or virtual) to attend a briefing session or provide an estimated waiting time for the next briefing date. See **BRIEFINGS**.

If CHA determines that a family is not eligible for the program for any reason, the family will be notified of a decision to deny assistance in writing timely. See **DENIAL OF ASSISTANCE**. Households may dispute the determination as noted under **INFORMAL REVIEWS – APPLICANTS**.

If an applicant is denied assistance they will be removed from all HCV lists.

If CHA determines that a port-in is ineligible, CHA will refer the family back to the initial PHA.

CHAPTER 5: SUBSIDY STANDARDS

5.1 SUBSIDY STANDARDS

CHA will establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size or subsidy size) a particular family should receive, and the policies that govern making exceptions to those standards.

5.2 MINIMUM AND MAXIMUM PERSONS IN A UNIT

This table below provides general occupancy standard guidelines. This table will be used in conjunction with the narrative policies in the section on **DETERMINING FAMILY VOUCHER SIZE**.

Number of Bedrooms	Minimum Persons Per Unit *Fewest Household Members*	Maximum Persons Per Unit *Most Household Members*
0	1 person	1 person
1	1 person	2 persons
2	2 persons	4 persons
3	3 persons	6 persons
4	4 persons	8 persons
5	5 persons	10 persons
6	6 persons	12 persons

EXAMPLE: A four-person family consisting of a head of household, her 5-year-old daughter, her 6-year-old son, and 3-year-old son would not necessarily be provided with a four-bedroom voucher or a two-bedroom voucher as referenced in the above table. Factoring in the policies on *Determining Family Voucher Size*, this household would be eligible for a three-bedroom voucher: one for the head of household, one for the daughter, and one for the two sons.

5.3 DETERMINING FAMILY VOUCHER SIZE

For each family, CHA determines the appropriate number of bedrooms under CHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room. CHA's subsidy standards will provide for the smallest number of bedrooms needed to house a family without overcrowding; additionally, they will be consistent with NSPIRE space requirements.

The following principles govern the size of the subsidy for which an applicant will qualify:

1. Generally, two persons are expected to share a bedroom.
2. Two children will be required to share a bedroom except as follows:
    a. Children under 18 years old who are of the same sex will not be required to share a bedroom if their birth dates are more than 10 years apart.
    b. Children seven years old and older who are of different sexes will not be required to share a bedroom.
3. Adults (18 and over) who are spouses or in an equivalent relationship are required to share a bedroom.
4. Adults (18 and over) who are co-heads are not required to share a bedroom, although they may do so at their request.
5. Adults (18 and over) who are neither spouses/partners nor co-heads are not required to share a bedroom, although they may do so at their request.
6. A single head of household parent will not be required to share a bedroom with their child, although they may do so at their request.
7. An unborn child will not be counted as a person in determining subsidy size, unless the family consists solely of a pregnant woman, with no other household members.
8. Subsidy size will be determined by the household members present (including custody arrangements) at the time of screening, including **Temporarily Absent Family Members**. For children in temporary custody of an agency, see **FAMILY UNIFICATION**.
9. For cases of joint legal or physical custody of minor children, subsidy size will include the child(ren) in accordance with the terms under **Joint Custody of Dependents**. In no event can a child receive federal subsidy concurrently in more than one unit.
10. While a live-in aide may be assigned a bedroom and added to the household as a permitted occupant, the aide does not have rights as a remaining family member.
    a. Single elderly or disabled households with live-in aides will be assigned a two-bedroom subsidy.
11. Foster children/adults who are listed on the application or lease will be housed in accordance with the guidelines above.
12. Living rooms may be used as a bedroom at a household's discretion, subject to the State Sanitary Code.

5.4 EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, CHA may grant an exception to its established subsidy standards if CHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members, or other personal circumstances.

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero- or one-bedroom unit.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on disability-related reasons must be verified by a knowledgeable medical provider, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.

CHA will notify the family of its determination according its Reasonable Accommodation Policy.

5.5 FAMILY UNIFICATION

CHA may approve an increase to the family's voucher size for the purpose of reunification of family members if CHA receives verification from the appropriate agency that the lack of housing and/or an additional bedroom is a primary factor in the imminent placement of the family's child(ren) in out-of-home care, or in the delay of the return of the child(ren) to the family from out-of-home care.

Generally, if CHA has approved an increase to the voucher size for the above purpose(s), and the reunification has not taken place within six months from the date the increase to the subsidy size was implemented, then the subsidy may be downgraded to the appropriate size and the rent and subsidy will be recalculated upon the household's next regular recertification. CHA will review and reevaluate these requests on a case-by-case basis, and decisions on increasing or decreasing of the voucher size and related timeframes will be made a the discretion of the Director of Leased Housing or their designee, based on the circumstances and documentation provided.

CHAPTER 6: BRIEFINGS AND VOUCHER ISSUANCE

6.1 OVERVIEW

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, CHA will ensure that the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing the HUD-required documents and other information the family needs to know in order to lease a unit under the program.

Once the family is fully informed of the program's requirements, CHA issues the family a voucher. The voucher includes the unit size for which the family qualifies based on CHA's subsidy standards, as well as the issue and expiration date of the voucher. The voucher is the document that authorizes the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

6.2 BRIEFINGS

Once an applicant is determined to be eligible for participation, CHA will conduct briefing sessions and inform the family of the method for the briefing. These sessions will provide households with a comprehensive understanding of the program with the objective of enabling them to find a suitable unit (as applicable) and meet its responsibilities.

When a briefing includes any person with special needs and/or disabilities, CHA will take appropriate steps to ensure effective communication. Family members, representatives, and service providers who assist families with special needs are encouraged to attend briefings.

Individuals that do not speak English as a primary language, may request translation services in accordance with CHA's Limited English Proficiency (LEP) policy. Applicants may also provide their own translators if they wish, and CHA may elect to hold individual sessions in cases where English is a second language.

6.2.1 Notification and Attendance

No applicant may obtain a voucher unless they have attended a briefing session. An applicant may request (48 hours in advance of the scheduled briefing, unless a shorter timeframe is approved by the Director of Leased Housing or their designee), one reschedule of their briefing session; however, these sessions are not held on a regular basis, and applicants could have a substantial wait time for a rescheduled briefing.

The rescheduled (second attempt) briefing appointment (in person or virtual) can only be canceled with good cause, which is generally limited to the documented death or serious illness of the head of household, an immediate family member or relative that was sudden, unplanned,

and required the attention of the head of household, or other reasons as determined by and at the discretion of the Director of Leased Housing or their designee.

Failure to attend an originally-scheduled briefing appointment without giving 48 hours prior notice or a rescheduled briefing, as outlined above, will result in removal from the waiting list.

6.2.2 Oral Briefing

The briefing session will consist of oral presentations and the distribution of the HCV program packets. The session will cover the following topics:

- How the HCV program works;
- Family and owner responsibilities;
- Where the family may lease a unit, including renting a dwelling unit inside CHA's jurisdiction, and any information on selecting a unit that HUD provides;
- An explanation on how portability works, and how it may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance;
- Departmental overview/job descriptions/staff responsibilities;
- Review of the voucher terms;
- Payment standards;
- Calculation of the total tenant payment (TTP);
- Maximum housing voucher subsidy;
- Determination of total housing costs;
- Finding and leasing an apartment, including considerations such as:
- The advantages of areas that do not have a high concentration of low-income families;
- Resources: listings/brokers/newspapers/other organizations;
- Security deposits;
- Setting rents;
- First/last month rents;
- Lease responsibilities of landlord and tenant;
- Landlord/tenant relations;
- Notice requirements;
- Evictions.
- Request for tenancy approvals;

- Required inspections;
- Lead paint;
- Discrimination: laws, organizations to contact, complaint forms;
- Reasonable accommodations;
- Violence Against Women Act (VAWA); and
- Applicable MTW program information.

6.2.3 Briefing Packet

The briefing packet will include all required and/or relevant information concerning the voucher program, including information about the items listed above.

6.3 VOUCHER ISSUANCE

Once the applicant has been determined eligible and attends the briefing session, an appropriately sized voucher is issued. Only the Executive Director, Deputy Executive Director, the Director of Leased Housing and their designees are authorized to sign CHA vouchers.

Prior to issuing any vouchers, CHA will determine whether it has sufficient funding in accordance with the policies on **DETERMINATION OF INSUFFICIENT FUNDING**.

If CHA determines that there is insufficient funding after a voucher has been issued, CHA may rescind the voucher and place the affected family back on the waiting list.

6.3.1 Voucher Term

Vouchers are issued for a total search period of 120 days. Within the 120-day period, the participant must locate a suitable unit and notify CHA of their intent to enter into a lease with the owner. The term will be stated on the voucher.

6.3.2 Extension of Voucher *Term*

The total term of the voucher may not exceed 120 days unless there is a **Suspension of Voucher Term** or an extension as noted in this section. Participants that are unable to locate a suitable apartment within 120 days are able to request an extension of up to 60 days (except as noted below). Any request beyond the 120-day initial term of the voucher must be made prior to the expiration of the voucher and must be in writing. Any extension beyond the initial 120-day term is granted at the sole discretion of the Director of Leased Housing or their designee and is not subject to the appeal process.

Extensions will only be considered if:

1. The participant can document that they worked with a housing advocate for at least 60 days of the 120-day voucher term; or

2. The participant can show extenuating circumstances have prevented the family from making an extensive search. Factors considered may include but are not limited to:
    a. Death or serious documented illness of a family member that prevents the participant from performing an appropriate search;
    b. Whether or not the participant submitted requests for tenancy approval that were not approved by CHA;
    c. Whether family size or other special requirements make finding an apartment difficult;
    d. The family needs and requests an extension of the initial voucher term as a reasonable accommodation. The extension period must be reasonable for the purpose.
3. For families with a Mainstream voucher (see **MAINSTREAM VOUCHERS**), including both newly admitted and current Mainstream families:
    a. CHA will approve the first extension request, regardless of how the request is made (written or verbal) or when it is made, as long as the request is made on or before the term expiration date and is consistent with the applicable requirements.
        i. Any subsequent extension requests must be made in writing and consistent with this Admin Plan.
    b. Any extension will be for a period of at least 90 days.
    c. CHA will notify the family prior to the initial term expiration at least once to remind them of the term expiration date, the process for requesting an extension, and to inquire if the family is in need of assistance with their housing search.

6.3.3 Suspension of Voucher Term

Vouchers may be suspended under very specific circumstances. The overall purpose of the suspension is to put the participant back in the position they would have been absent the event that triggered the suspension. Suspension is applied in the following circumstances:

1. When a completed leasing packet, including the Request for Tenancy Approval (RFTA) is received by CHA, the term of any initial or extended voucher will be suspended from the date the family submits a RFTA until the date CHA notifies the family whether the request has been approved or denied.
2. The family has filed a discrimination case against a potential landlord (in this situation, suspension only applies to the apartment in question);
3. As a reasonable accommodation;

4. The head of household is hospitalized (and CHA receives verification of this); or
5. Other extraordinary circumstances that are deemed by the Director of Leased Housing or their designee of a sufficient nature to raise an issue of fairness and therefore require additional time.

6.3.4 Expiration of Voucher Term

Once a family's HCV term (including any extensions) expires, the family is no longer eligible to search for housing under the program.

If an applicant family's voucher term or extension expires before the family has submitted a RFTA, CHA will require the family to reapply for assistance when the waiting list is open.

6.3.5 Voucher Issuance after Insufficient Funding

For families within the same category who were previously terminated or who had vouchers recalled due to insufficient funding, vouchers will be issued to those terminated or with vouchers recalled first. In these cases, vouchers will be issued as follows:

1. Families who requested moves that were denied due to insufficient funding;
2. Families with special purpose vouchers (NEDs, VASH) that were previously terminated or who had vouchers recalled due to insufficient funding;
3. Once CHA resumes issuing vouchers after a funding shortfall, if CHA is not assisting the required number of NEDs and VASH vouchers, CHA will issue vouchers to special purpose voucher categories of families on its waiting list until CHA is assisting its required number of special purpose vouchers;
4. Families without special purpose vouchers who were previously terminated or who had vouchers recalled due to insufficient funding.

CHAPTER 7: VERIFICATION

7.1 OVERVIEW

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

7.2 FAMILY CONSENT TO RELEASE OF INFORMATION

The family must supply any information that CHA determines is necessary to the administration of the program and must consent to CHA verification of that information.

It is required that all adult applicants and participants, in addition to the head of household, spouse, and/or co-head, sign form HUD-9886-A, Authorization for Release of Information. Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

On or after January 1, 2024, current program participants must sign and submit a new Form HUD-9886-A at their next interim or regular reexamination. This form will only be signed once. Another Form HUD-9886-A will not be submitted to CHA except under the following circumstances:

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or CHA in administrative instructions.

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to CHA to revoke consent.

CHA will deny admission to the program or terminate assistance if any member of the applicant/participant family fails to sign and submit the consent forms, which allow CHA to obtain information it has determined necessary in the administration of the HCV Program. Revocation of consent to the form HUD-9886-A by any family member will result in termination of assistance or denial of admission, as applicable.

7.3 GENERAL VERIFICATION REQUIREMENTS

1. Any documents used for verification (both income and household information documents) must be the original or in some cases, a clear legible copy or photograph and generally must be dated within 120 calendar days of the date they are provided to CHA including documents verified prior to voucher issuance. CHA may accept scanned documents from third parties. For fixed income sources, CHA will accept a statement valid for the full calendar year in which the income is effective.

2. Before issuing a voucher for admission to the program, CHA will re-verify income if the household's income has changed or any income verification is more than 120 days old.
3. Documents used for verification of information must not be damaged, altered, or in any way illegible.
4. Generally, CHA will maintain the validity of verification documents for 120 days from the date of receipt.
5. If 120 or more days have elapsed since the verification information was received by CHA for any reexamination and the 50058 is about to be validated, CHA will request updated income information from the household, including but not limited to current pay stubs and benefits letters.
6. Printouts or screenshots from web pages and electronic copies of documents are considered original documents.
7. Any household self-certifications must be made in a format acceptable to CHA. CHA may request that the certification be signed in the presence of a CHA representative or notary public.
8. The cost of any verification will not be passed on to the household.

7.4 SUBSTANTIAL DIFFERENCE

CHA will generally use $200 per month as the threshold for a substantial difference between verification types. Discrepancies between income reported by the household and income verified by third-party documents that are greater than $2,400 in any 12-month period require CHA to question the household and investigate for potential underreporting and CHA will evaluate the underreporting for potential fraud. If the discrepancy is less than this amount, and CHA has received reliable third-party verification, CHA will use the third-party verification to determine income and will not investigate for potential underreporting.

If UIV or third-party information differs substantially from family-provided information, CHA reserves the right to request additional verification information and use any other verification method in order to reconcile the difference. If CHA determines that there is underreporting, CHA may take action to ensure program integrity.

7.5 SAFE HARBOR INCOME DETERMINATIONS

CHA, at its sole discretion, may accept *Safe Harbor* income determinations from any of the following programs:

1. Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
2. Medicaid (42 U.S.C. 1396 et seq.);
3. Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);

4. Earned Income Tax Credit (EITC) (26 U.S.C. 32);
5. Low-Income Housing Tax Credit (LIHTC) program (26 U.S.C. 42);
6. Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
7. Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
8. Other programs administered by the HUD Secretary;
9. Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
10. Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the *Federal Register*.

In order to be acceptable, the income determination must:

- Be dated within 12 months of the dates listed above;
- State the family size;
- Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and
- Must state the amount of the family's annual income.

The determination need not list each source of income individually. If CHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the CHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, CHA will use the most recent income determination, unless the family presents acceptable evidence that CHA should consider an alternative verification from a different Safe Harbor source.

7.5.1 Requirements for Utilizing "Safe Harbor" Income Determinations

Prior to using any Safe Harbor determination from another program, CHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, CHA will obtain third-party verification of all sources of income and assets (as applicable).

When CHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to CHA. Depending on when the change occurred, the change may or may not impact CHA's calculation of the family's total annual income. Changes that occur between the time CHA receives the Safe Harbor documentation and the effective date of the family's regular recertification will not be considered.

If the family has a change in income that occurs after the regular recertification effective date, CHA will conduct an interim reexamination if the change meets the requirements for performing an interim reexamination. In this case, CHA will use third-party verification to verify the change.

7.6 VERIFICATION HIERARCHY

CHA may use six methods to verify household information. In order of priority, the forms of verification that CHA will use are:

1. **Upfront Income Verification using HUD's Enterprise Income Verification (EIV) system.**
2. **Upfront Income Verification (UIV) using non-HUD systems.**
3. **Written Third-Party Verification Document** or **EIV + Self-Certification:**
    a. Written third-party verification document: An original or authentic document generated by the third-party source, which may be in the possession of the tenant or applicant. Examples include pay stubs, bank statements, and pharmacy printouts. Use when income type is not available in EIV or when the tenant disputes EIV-reported employment and income information.
    b. EIV + Self-Certification: The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information from EIV.
4. **Written Third-Party Verification Form:** Standardized form sent by CHA to the third-party source by mail, fax, email, or other CHA-approved means. CHA may substitute oral third-party verification for this level.
5. **Oral Third-Party**: Verification by contact via telephone or in person. CHA may substitute written third-party verification form for this level.
6. **Self-Certification/Participant Declaration.**

7.6.1 Enterprise Income Verification (EIV) System

CHA will use HUD's EIV system as a third-party source to verify participant employment and certain income information during regular recertifications of household composition and income.

Note that while CHA is required to run EIV and IVT reports at each regular recertification, it is not required to use those reports if at a regular recertification CHA used Safe Harbor verification from another means-tested federal assistance program to determine the family's income.

The following policies apply to the use of HUD's EIV system.

EIV Income Reports and Income Validation Tools (IVT)

EIV reports will be run within 120 days of the effective recertification date and compared to family-provided information as part of the regular reexamination process and/or as needed.

EIV reports will be used as necessary to identify earned income and unemployment benefits, and to verify and calculate Social Security, Dual Entitlement, and/or Supplemental Security Income (SSI) benefits. EIV may be used to verify and calculate earned income and unemployment benefits if accompanied by a self-certification by the family that the amount is accurate and representative of current income. EIV may also be used to verify that families claiming zero income are not receiving income from any of these sources.

The data shown on income reports is updated quarterly. Data may be between three and six months old at the time reports are generated.

EIV Income reports and Income Validation Tool (IVT) reports will be compared to household-provided information as part of the regular reexamination process. Income reports may be used in the calculation of annual income, as described in the chapter on **INCOME AND ADJUSTED INCOME**.

Income reports will be used as necessary to identify earned income and unemployment benefits, and to verify and calculate Social Security and/or Supplemental Security Income (SSI) benefits. EIV and IVT reports will also be used to verify that households claiming zero income are not receiving income from any of these sources. EIV Income reports and IVT reports will be retained in household files. If EIV information is not available, household members may be required to supply documents verifying Social Security Administration (SSA) income or other income following the above hierarchy.

Although not required, CHA may opt to run EIV Income and/or IVT reports during an interim recertification for zero income households and/or as otherwise needed to verify family-reported information.

Other EIV Reports

CHA will run other EIV reports as required by HUD to verify the accuracy of information received and to ensure program integrity.

7.6.2 Upfront Income Verification (UIV)

Upfront income verification (UIV) refers to CHA'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 these systems are available to CHA.

7.6.3 Written Third-Party Verification Document

Written third-party verification is an original or authentic document generated by a third-party source dated within the 120-day period preceding the CHA request date, or for fixed income sources, a third-party document valid for the full calendar year in which the income is effective. Such documentation may be in the possession of the household. CHA may, at its discretion, reject any household-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable written third-party, participant-provided verification include, but are not limited to: pay stubs, payroll summary reports, employer notices, 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.

In general, CHA will use third-party verification from the source in the following circumstances:

- At regular recertification when EIV + self-certification is not used;
- For all new admissions; and
- For all interim reexaminations.

CHA will not use this method if it is able to use an income determination from a means-tested federal assistance program or if CHA uses EIV + self-certification as outlined above.

When Third-Party Verification is Not Required

Third-party verification will not be required under the following circumstances:

- **Verification Service Charge.** If there is a service charge for third-party verification, CHA will assume that third-party verification is not available and use lower forms of verification according to the verification hierarchy.
- **Primary Documents.** Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.
- **Insignificant Amount of Income.** CHA will determine that third-party verification is not required if the asset or expense involves an insignificant amount of income, making it not cost-effective or reasonable to obtain third-party verification.

See **VERIFICATION OF ASSETS** for when CHA may accept self-certification of assets.

7.6.4 Written Third-Party Verification Form

As needed, CHA may obtain a written third-party verification form, which is a standardized form used to collect information from a third-party source. CHA may mail, fax, or e-mail third-party written verification form requests to third-party sources. However, CHA may choose to obtain oral third-party verification without first attempting, and in lieu of, a written-third-party verification form.

7.6.5 Oral Third-Party Verification

As needed, CHA may obtain oral third-party verification, which is independent verification of information obtained by contacting the individual income/expense source(s), as identified through the UIV technique or by the family. CHA staff will document the family's file to record the date and time of the telephone call (or visit to the third party), the name of the person and organization contacted and telephone number, along with the confirmed information.

CHA may skip this level of verification if written third-party verification form was attempted and the source did not respond; in such a case, CHA may move directly to self-certification.

7.6.6 Self-Certification

Household members will be required to submit self-certifications attesting to the accuracy of the information they have provided to CHA when information cannot be verified by a third party or by review of documents. Self-certification, or *participant declaration*, is used as a last resort when CHA is unable to obtain third-party verification. CHA will document the file with attempts to obtain higher forms of verification before relying on self-certification. CHA may require a family to certify a household member does **not** receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to CHA and must be signed by the household member whose information or status is being verified. CHA may request that the certification be signed in the presence of a CHA representative or notary public.

However, self-certification is an acceptable form of verification when:

1. A source of income is fully excluded;
2. Net family assets total $50,000 or less;
3. The family declares that they do not have any present ownership in any real property; and/or
4. A family states that they have non-recurring income that will not be repeated in the coming year.

Self-certification may not be used to verify the following benefits:

- Social Security, Dual Entitlement, or Supplemental Security Income (SSI) benefits;
- SSP benefits;
- Public assistance;
- Disability (unless for purposes of reasonable accommodation only, the disability is obvious or known);
- Unemployment;
- Court-ordered child support;
- Public assistance;
- Veterans benefits;
- Worker's compensation;
- Government pensions;
- Unreimbursed medical expenses;
- Full-time student status.

7.7 VERIFICATION OF FAMILY INFORMATION

7.7.1 Verfication of Legal Identity

CHA will require families to furnish verification of legal identity for each household member at admission or when they are added to the household. Samples of acceptable verification include (but are not limited to):

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth Naturalization papers Church-issued baptismal certificate Driver's license or Registry of Motor Vehicles identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records

7.7.2 Verification of Social Security Numbers

Applicants and participants must provide documentation of a valid Social Security number (SSN) for each member of the household, with the exception of:

- Individuals who do not contend eligible immigration status; and
- Existing participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

CHA will accept the following documentation as acceptable evidence of the SSN:

- An original Social Security card issued by the Social Security Administration (SSA);
- An original SSA-issued document, which contains the name and full SSN of the individual;
- An original document issued by a federal, state, or local government agency, which contains the name and full SSN of the individual, including but not limited to the following:
    - Identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union;
    - U.S. military discharge (DD 214);
    - Payroll stubs;
    - Benefit award letters from government agencies;
    - Retirement benefit letters;
    - Life insurance policies;

- Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records); or
- Such other evidence of the SSN as HUD may prescribe in administrative instructions.

If CHA has attempted to obtain third-party verification of an applicant's SSN prior to admission, CHA may—and for VASH families, will—accept the applicant's self-certification and a third-party document with their name printed on it (such as a bank statement, benefit letter, utility bill or cell phone bill) to satisfy the SSN disclosure requirement. However, this is only allowable when CHA has exhausted all other attempts to obtain the required documentation and has documented why other SSN documentation was unavailable. If the individual's SSN is verified in EIV, then no further verification is required. If the individual's SSN fails the SSA identity match, then CHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The individual's assistance must be terminated if they fail to provide the required documentation.

CHA may reject documentation of an SSN provided by an applicant or participant if the document is not an original document, if the original document has been altered, mutilated, or is not legible, or if the document appears to be forged.

If a child under age six has been added to an applicant family within six months prior to voucher issuance, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of the effective date of the initial HAP contract or within 90 days of the date of the request to add the child to the household. A 90-day extension may be granted if CHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control.

In the case of Moderate Rehabilitation Single Room Occupancy (SRO) individuals, the required documentation must be provided within 90 calendar days from the date of admission into the program. CHA will grant one additional 90-day extension if it determines that the applicant's failure to comply was due to circumstances that were beyond the applicant's control and could not have been reasonably foreseen.

7.7.3 Verification of Age

If an official record of birth or evidence of Social Security retirement benefits cannot be provided, CHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license, if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy, unless CHA has reason to believe that the information it has received is incorrect or inaccurate.

7.7.4 Verification of Family Relationships

Marital Status

Certification by the head of household is normally sufficient verification of marriage. If CHA has reasonable doubts about a marital relationship, CHA will require the family to document the marriage.

Separation or Divorce

CHA may require the family to provide documentation of a divorce or separation with a copy of a divorce decree; a copy of a court-ordered maintenance or other court record; or other documentation that shows a couple is divorced or separated.

Absent Adult Household Members

If an adult is reported to be permanently absent from the household, the family must provide evidence to support that the person is no longer a member of the household (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

For households with one or more foster children and/or foster adults, third-party verification from the state or local government agency responsible for the placement of the foster child(ren) or foster adult(s) with the family is required.

7.7.5 Verification of U.S. Citizenship or Eligible Immigration Status

The family must provide a certification that identifies each family member as a U.S. citizen or national, an eligible noncitizen, or that they do not contend eligible citizenship status, and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual, it need not be collected or verified again during continuously-assisted occupancy unless CHA has reason to believe the information it has received is incorrect or inaccurate.

U.S. Citizens or Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national or to have eligible citizenship status. The declaration must be signed personally by family members 18 or older and by a parent or guardian for minors.

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

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must submit documentation to confirm the claimed noncitizenship status, as well as cooperate with CHA efforts to verify their immigration status.

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

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

For family members under the age of 62 who claim to be eligible noncitizens, CHA will obtain family-provided documentation and verify immigration status with the U.S. Citizenship and Immigration Services (USCIS). CHA will follow all USCIS protocols for verification of eligible immigration status.

Persons Not Contending Eligible Status

Persons who do not wish to contend their immigration status are considered ineligible noncitizens. CHA requires that such persons sign a certification attesting to their ineligible immigration status. CHA will not verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to USCIS.

7.7.6 Verification of Student Status

CHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head;
- The family claims a child care expense deduction to enable a family member to further their education;
- The family includes a student enrolled in an *institution of higher education.* See **STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION**.

Verification of Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

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

In accordance with the verification hierarchy, CHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

- The student is enrolled at an educational institution that does not meet the definition of institution of higher education in the Higher Education Act of 1965;
- The student is at least 24 years old;
- The student is a veteran;
- The student is married;

- The student has at least one dependent child;
- The student is a person with disabilities and was receiving assistance prior to November 30, 2005.

If CHA cannot verify at least one of these exemption criteria, CHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, CHA will verify either the student's parents' income eligibility or the student's independence from their parents.

Verifying Student Independence

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

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

- Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education's definition of **Independent Student**;
- Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of *independent student*; and
- Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income. (Except if the student meets the Department of Education's definition of *independent student).*

Verification of Student Financial Assistance and Fees

CHA will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, unless the student's only source of assistance is assistance under Title IV of the Higher Education Act of 1965, CHA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

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

7.7.7 Verification of Disability

HUD uses two definitions of disability:

1. One for the definitions is for the purpose of allowing certain income disallowances and deductions; see **Disabled Deduction: Definition of a Person with a Disability.** A person whose disability meets this definition will also automatically meet the definition of disability used for reasonable accommodations.
2. The other definition, used for reasonable accommodations, is found in **Reasonable Accommodation: Definition of a Person with a Disability.**

In either case, CHA will verify the existence of a disability using the appropriate definition for the required purpose. In many cases, this will be third-party verification obtained from an individual identified by the family who is competent to make the determination. A doctor or other knowledgeable provider, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.

However, for the purposes of reasonable accommodations only, if a person's disability is obvious or otherwise known to CHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

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

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of participation or tenancy;
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability;
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability;
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance; and

- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.

Family Members Receiving Disability Benefits

CHA will accept receipt of SSA disability benefits or other benefits awarded exclusively to persons with disabilities as verification of disability.

However, receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability for the purposes of certain income disallowances and deductions.

Family Members Not Receiving Disability Benefits

If a participant stops receiving SSA disability benefits, is not receiving any other benefits that are awarded only to persons with disabilities, and/or does not have an obvious disability, CHA may require the participant, as a condition of their continuing to receive a household deduction for persons with disabilities, to provide disability verification from a healthcare professional confirming that the participant continues to have a disability.

7.8 VERIFYING THE NEED FOR A REASONABLE ACCOMMODATION

As noted in CHA's **Reasonable Accommodation Policy**, when a family requests a reasonable accommodation, CHA must first ensure that the family member meets the verification of disability for reasonable accommodations purposes.

Additionally, CHA must verify the requested accommodation or modification is:

- Necessary for the person with a disability to fully enjoy CHA programs, facilities, employment, or premises, and
- Substantially related to the requestor's disability.

CHA may require a knowledgeable provider to verify the need for an accommodation.

7.8.1 Verifying the Need for a Live-in Aide

When a family requests a live-in aide as a reasonable accommodation, written verification will be required from a reliable, knowledgeable provider, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly (at least 50 years of age), or disabled family member. CHA may request additional documentation from the knowledgeable provider in order to determine the outcome of the request for a live-in aide.

7.8.2 Verifying the Need for an Additional Utility Allowance

When a family requests a reasonable accommodation for an additional utility allowance, CHA will obtain third-party verification from a knowledgeable provider that equipment affecting the family's utility costs are necessary for the person with a disability.

7.8.3 Verifying the Need for an Additional Bedroom

When a family requests a reasonable accommodation for an additional bedroom, CHA will obtain third-party verification from a knowledgeable provider that the room is necessary for the person with a disability.

7.9 VERIFICATION OF PREFERENCE STATUS

CHA will verify any preferences claimed by an applicant that determined placement on the waiting list.

7.9.1 Verifying Local Preferences

1. **Cambridge Local Preference.** Acceptable verification may include:
    a. A copy of a lease,
    b. Utility bill in a family member's name;
    c. Other documentation determined acceptable by the Leased Housing Director or their designee.

    All verification under this preference must show the applicant was permanently living in Cambridge on the date the preliminary application was submitted or the date of final eligibility screening.
2. Working in Cambridge: Acceptable verification may include:
    a. Include pay stubs from a Cambridge-based company,
    b. Third-party verification from an employer, or
    c. Other documentation determined acceptable by the Leased Housing Director or their designee.

    All verification under this preference must show the applicant was employed in Cambridge on the date the preliminary application was submitted or the date of final eligibility screening, or about to be employed in Cambridge on the date of final eligibility screening.
3. **Residency Transitional Households**. Acceptable verification may include third-party verification from DHCD or a service provider of the facility where the applicant is living.
4. **Veterans**. Acceptable documentation include:
    a. *Veterans with a Service-Connected Disability.* A current military identification card or discharge papers (showing any discharge other than dishonorable), and documentation from the Veteran's Administration (VA), or a knowledgeable provider indicating that the applicant's disability is service-connected;

b. *Families of Deceased Veterans with a Service-Connected Death.* Documentation from the military or knowledgeable provider showing an immediate family member is a deceased veteran with a service-connected death.

c. *Other Veterans*. A current military identification card or discharge papers (showing any discharge other than dishonorable).

d. Any other documentation determined acceptable by the Leased Housing Director or their designee.

7.10 VERIFICATION OF INCOME

Policies in this section cover the verification of commonly applied sources of income. All sources of income, whether or not they are addressed in this section, must follow the **VERIFICATION HIERARCHY**.

7.10.1 Earned Income Verification

For verification of wages using pay stubs (written third-party verification), CHA requires:

- Four pay stubs for weekly pay,
- Two pay stubs for bi-weekly or semi-monthly pay, and
- Two pay stubs for monthly pay.
- The pay stubs must be consecutive and current.

If an applicant/participant provides more than the required pay stubs for verification, CHA will use only the required number of pay stubs required and will ensure that the pay stubs used reflect the most current, consecutive pay stubs provided, unless there is a discrepancy, payments are inconsistent, or there is a documented reason that an alternative method was used.

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

If pay stubs or other participant-provided documentation are unavailable, CHA will follow the verification hierarchy to obtain the appropriate verification.

7.10.2 Business and Self Employment Income Verification

Business owners and self-employed persons will be required to provide income tax returns for the most recent year with corresponding official tax forms and schedules attached. 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. For those in *gig employment* situations, CHA may opt to accept monthly or weekly statements from the applicable app in addition to the person's Schedule C and form IRS 1099 or 1099k.

CHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations. At any reexamination, CHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

See **ANNUAL INCOME EXCLUSIONS** for the MTW policy concerning new self-employment.

7.10.3 Net Income from Rental Property

If the family reports income from rental property, the family must provide:

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

However, under HOTMA, if the family has a present ownership interest in such real property, a legal right to reside in it, the effective legal authority to sell it, and it is considered suitable for their occupancy as a residence, that ownership interest may be disqualifying; however there may be circumstances where the family does not have the effective legal authority to sell the real property due to the structure of their business. See **ASSET RESTRICTIONS**, and **Real Property Ownership**.

7.10.4 Social Security/SSI Verification

Applicants

To verify the Social Security and SSI benefits of applicants, ***CHA*** will request a current SSA benefit verification letter from each family member that receives Social Security benefits.

If the family is unable to provide the document(s), CHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter, they will be required to provide it to CHA.

Participants

To verify the SS/SSI benefits of participants, CHA will obtain information about SS/SSI benefits through the HUD's EIV System. If the participant disputes the EIV-reported benefit, if the benefit information is not available in the HUD system, or if there is a question about the SSA benefits,

CHA will request a current SSA benefit verification letter from each family member that receives SSA benefits.

If the family is unable to provide the document(s), CHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter, they will be required to provide it to CHA.

7.10.5 Child Support or Alimony

The methods CHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments. If the family declares that it receives regular payments, CHA will use one or more of the following:

- If payments are made through a state or local entity, CHA will request a current record of payments (i.e., transaction history);
- Third-party verification from the person paying the support;
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules;
- Copy of the latest check and/or payment stubs;
- Family's self-certification of amount received.

For child support, if the family declares that it ***receives irregular or no payments***, CHA will verify payments (or lack of payments) using a disbursement history provided by the child support enforcement agency.

7.10.6 Cyclical or Seasonal Income Verification

Where employment or other income is received cyclically or seasonally, CHA may choose to verify that income source based on the prior year's income. Documentation may include, but is not limited to UIV, W-2 forms, and tax returns. However, if that income changes over the year (i.e., change in pay, frequency of hours), the family may request a redetermination of income based on other verification. See **Seasonal and Day Laborer Income** in the chapter on Income and Adjusted Income.

7.10.7 Public Assistance Verification

CHA will generally accept current benefit letters as verification of receipt of public assistance (i.e., TANF). However, CHA will rely on the welfare agency's written notice to CHA regarding welfare sanctions for tenant-based participants only (this provision is not applicable to families at admission or to project-based participants). CHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced because of fraud or noncompliance *before* denying the family's request for rent reduction. See further information under **Periodic Payments** in the Income and Adjusted Income chapter.

If the family disputes the amount of imputed income and CHA denies the family's request to modify the amount, CHA will provide the participant with a notice of denial, which will include:

- An explanation for CHA's determination of the amount of imputed welfare income.
- A statement that family may request a hearing in keeping with CHA's policies in **INFORMAL REVIEWS AND HEARINGS**.

7.10.8 Income from Excluded Sources

For fully excluded income, CHA is not required to follow the verification hierarchy, document why third-party verification is not available, or report the income on the 50058. Fully excluded income is defined as income that is entirely excluded from the annual income determination (for example, food stamps or earned income of a minor). CHA will accept a family's self-certification as verification of fully excluded income. CHA may request additional documentation if necessary to document the income source.

For partially excluded income, CHA will verify the source and amount of partially excluded income.

7.10.9 Verification of Parental Income of Students Subject to Eligibility Restrictions

For students who are seeking or receiving assistance on their own and do not qualify as an **Independent Student**, CHA will verify their parents' income. CHA will obtain third-party income verification such as tax returns, pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

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

7.10.10 Zero Income Household Status

A zero income household is one where no household member receives any income, contributions, and/or benefits on their own behalf or on behalf of another individual in the

household. See **CONTINUED OCCUPANCY AND REEXAMINATIONS** for CHA's reexamination policies for zero income households.

For zero income households—except for VASH households (see **Income for VASH Families**)—CHA may check EIV sources and/or may request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, and earnings are not being received by families claiming to have zero annual income.

7.11 VERIFICATION OF ASSETS

See the definition of *net family assets* in the **GLOSSARY** for a description of what is included in family assets, and the **Exclusions from Assets** section for what is excluded from family assets.

Additionally, see **ASSET RESTRICTIONS** for more information on restrictions on assistance to households based on assets and/or ownership of real property.

MTW Policy

> ***MTW Policy***
>
> **Applicable to:** All MTW households, Mainstream vouchers, Designated Housing vouchers; and upon approval from HUD, households in the VASH and EHV programs**.**
>
> **Description:** When an MTW household's total market asset value is $50,000 or less, CHA will use self-certification to verify the market value and income of the asset.
>
> When an MTW household's total market asset value exceeds $50,000, CHA will use its established verification methods to verify the market value of the asset.

Non-MTW Policy

CHA will obtain third-party verification of assets.

When verification of assets is required, CHA will obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

See specific requirements for VASH families at **Income for VASH Families** in the Income and Adjusted Income chapter.

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Once implemented, this section will replace the non-MTW policy noted above. Do not implement until further instruction is provided by HUD.

For net family assets under $50,000, for non-MTW households:

- CHA may accept self-certification from the family that the assets are under that amount, and no further documentation is required to be collected.
- The certification must include any expected income from the assets (actual returns only).
- CHA will obtain third-party verification of assets every 3 years.

For net family assets totaling $50,000 or greater:

- CHA will verify the value and income from assets using the applicable verification hierarchy.

7.11.1 Assets Disposed of for Less than Fair Market Value

For assets disposed at less than fair market value in the two years preceding the effective date of admission or the certification, CHA will accept a self-certification from the household including a certification regarding the value and type of assets disposed, the date of disposition and the amount received for the asset. However, CHA may verify the value of assets disposed if CHA does not already have a reasonable estimation of the assets' value from previously collected information and/or the amount reported by the family in the certification appears to be in error.

If a household reports disposal of any assets for less than fair market value in the prior two years, CHA will verify whether the disposal was due to:

- Foreclosure,
- Bankruptcy, and/or
- A divorce or separation agreement where the individual received important consideration not measurable in dollar terms.

If CHA is able to verify one of these conditions, it will not include the net cash value of the asset in the household's income calculations. However, if CHA is unable to verify one of these conditions, it will verify the net cash value as noted in this section.

7.11.2 Real Property Ownership

At admission, CHA will accept self-certification from the family that the family does not have any present ownership in any real property. The certification will state that the family does not have any present ownership interest in any real property and must be signed by all family members 18 years of age and older. CHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question, but CHA will follow all HUD requirements related to VASH families as applicable (see **Income for VASH Families**).

If the family declares they have a present ownership in real property, CHA will obtain third-party verification of the following factors:

1. Whether the family has the legal right to reside in the property;

2. Whether the family has effective legal authority to sell the property; and
3. Whether the property is suitable for occupancy by the family as a residence.

However, in cases where a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, CHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

7.12 VERIFYING DEDUCTIONS

Policies in this section cover verification of deductions. See policies on **ADJUSTED INCOME** for information on allowable deductions.

7.12.1 Dependent and Elderly/Disabled Household Verification

CHA will verify that the family members identified as dependents or elderly/disabled persons meet the stated definition. No further verifications are required. See definitions of **Dependent**, **Elderly Family**, **Persons with Disabilities and Disabled Family**.

7.12.2 Medical Expense Deduction Verification

Households where the head, co-head, and/or spouse are elderly and/or disabled are eligible to receive a deduction for unreimbursed medical expenses. If a household claims such expenses, CHA will verify that:

- The household is eligible for the deduction;
- The costs to be deducted are qualified medical expenses;
- The expenses are not paid for or reimbursed by any other source; and
- Costs incurred in past years are counted only once.

CHA will verify unreimbursed medical expenses using:

- Third-party documents provided by the family, such as pharmacy printouts, receipts or cancelled checks for medical expenses; and/or
- Third-party verification forms completed by the provider(s).

CHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. CHA may also accept evidence of monthly payments that will be due medical insurance premiums during the upcoming 12 months.

The family may be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

When anticipated costs are related to ongoing payment of medical bills incurred in past years, the CHA will verify:

- The anticipated repayment schedule;
- The amounts paid in the past; and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years.

7.12.3 Disability Assistance Expenses Verification

CHA will verify that the family is eligible to deduct unreimbursed disability assistance expenses. CHA will allow a family to deduct unreimbursed disability assistance expenses after verifying that:

- The family member for whom the expense is incurred is a person with disabilities; and
- The expense permits a family member, or members, to work (including the person with a disability).

CHA will seek third-party verification from a knowledgeable provider indicating that the person with a disability requires attendant care or an auxiliary apparatus to be employed.

Attendant Care

CHA will verify disability assistance expenses through written third-party documents provided by the family. If family-provided documents are not available, CHA will send a third-party verification form directly to the care provider to verify the needed information.

Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- Billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments; and/or
- Third-party verification of purchase costs of auxiliary apparatus from a third-party source.

7.12.4 Child Care Expense Verification

The amount of the deduction will be verified following the standard verification procedures. CHA will verify that the household is eligible to deduct unreimbursed child care expenses by verifying the following:

- The child(ren) is(are) eligible for care (under 13 years of age);
- The costs claimed are not reimbursed or paid for by an agency or person outside of the household;
- The costs enable a family member to work or actively seek work, or further their education;
- The costs are for an allowable type of child care; and
- The costs are reasonable.

Unreimbursed Expense

The child care provider may be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by an agency or person outside the household and/or are not reimbursed to the family from any source.

The family may also be required to certify that the child care expenses are not paid by an agency or person outside the household and/or are not reimbursed to the family from any source.

Allowable Type of Child Care

CHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., CHA will prorate costs if some of the care is provided for ineligible family members).

CHA will verify that the child care provider is not a member of the household.

Reasonableness of Expenses

The actual costs the family incurs will be compared with standards of reasonableness based on the schedule of child care costs from the local welfare agency. If the family presents a justification for costs that exceed typical costs in the area, CHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

7.13 FRAUD

Information provided by the applicant/participant that proves to be untrue may be used to disqualify the applicant for admission or terminate the participant's assistance on the basis of attempted fraud. CHA may consider false information concerning the following to be grounds for rejecting an applicant or terminating assistance:

- Income, assets, family composition;
- Social Security numbers;
- Preferences;
- Allowances (e.g., medical, disability, and/or child care expenses); and
- Previous participant history or criminal history.

The applicant/participant shall be notified in writing of such determination by CHA and will be given the opportunity for a hearing.

See additional information in the section on **DETERMINING FRAUD**.

CHAPTER 8: INCOME AND ADJUSTED INCOME

8.1 OVERVIEW

A family's income determines eligibility for assistance and is also used to calculate the family's payment and CHA's subsidy. CHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that families pay the appropriate amount as set forth in this policy and in the MTW Plan, as applicable. Once annual income has been established, CHA will subtract from annual income the deductions for which a family qualifies in order to determine adjusted income.

CHA must verify each income source as noted in **VERIFICATION OF INCOME**. CHA may also use prior year's income to determine a household's future income if it informs or clarifies the estimate of income but does not distort calculation.

MTW Pilot Programs or non-MTW programs may use a different definition of annual income and may even calculate annual income in a different manner. Those using this plan in relationship to a specified program should always look to the program specifications and/or federal regulations for that program found elsewhere in this Plan.

8.2 ANNUAL INCOME

Annual income includes:

- All amounts, not specifically excluded (as listed in **ANNUAL INCOME EXCLUSIONS**);
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household, co-head or spouse of the head of household;
- Unearned income by or on behalf of each dependent who is under 18 years of age; and
- Certain income from assets: see **ASSET INCOME** section (policies differ for MTW vs. non-MTW households).

8.3 ANNUAL INCOME EXCLUSIONS

Income received by all family members must be included unless specifically excluded by the regulations or an approved MTW waiver. The head of household is responsible to report changes in family composition in accordance with HUD regulations and CHA policies. Some requirements concerning excluded income depend on the household member. The chart below summarizes how household composition affects income determinations.

Household Member Type	Income Excluded
Head, spouse, co-head and adult family members	All sources of income specifically excluded by the regulations

Household Member Type	Income Excluded
Minor family members	Earned income of children under the age of 18
Full-time students 18 years of age or older (who are not the head, co-head, or spouse)	Earned income in excess of the dependent deduction
Live-in aides	Income from all sources (earned and unearned)
Foster child/foster adult	Income from all sources (earned and unearned)

Annual income does not include the following (see also **MTW Income Exclusions**):

- Certain income from assets: see **ASSET INCOME** section (policies differ for MTW vs. non-MTW households).
- The following types of trust distributions:
    - For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
        - Distributions of the principal or corpus of the trust; and
        - Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    - For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
- Earned income of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments;
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation;
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled;

- Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively;
- Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income including Bureau of Indian Affairs/Education student assistance programs;
    - If the amount of this excluded assistance equals or exceeds the amount of actual covered costs described as *student financial assistance* below, none of the assistance described below is excluded as income.
    - If the amount of this excluded assistance is less than the amount of actual covered costs described as *student financial assistance* below, staff will exclude the lower of:
        - The total amount of student financial assistance received as described below, or
        - The amount by which the actual covered costs (as described below) exceed the assistance excluded under section 479B of the Higher Education Act of 1965.
- Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit, and expressly for a student who is not the head of household or spouse.
    - *Student financial assistance* means a grant or scholarship received from:
        - The federal government;
        - A state, tribal, or local government;
        - A private foundation registered as a nonprofit;
        - A business entity; or
        - An institution of higher education.
    - Student financial assistance does not include:
        - Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);

        - Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded);
        - Gifts, including gifts from family or friends; or
        - Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
    - Student financial assistance must be:
        - Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
        - Expressly to assist a student with the costs of higher education; or
        - Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
    - Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf.
    - The student financial assistance exclusion applies to both part-time and full-time students.
- Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, *baby bond* accounts created, authorized, or funded by Federal, State, or local government.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Certain amounts received that are related to participation in the following programs:
    - Amounts received under HUD funded training programs (i.e., Step-up program: excludes stipends, wages, transportation payments, child care vouchers for the duration of the training);

- Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a client 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.) to allow participation in a specific program;
- Amounts received under a client services stipend (not to exceed $200/month). A client service stipend is a modest amount received by a resident for performing a service for CHA or the owner, on a part-time basis, that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and client initiatives coordination.
- Incremental earnings and/or benefits to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with the local government), and training of family members as client 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;

- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the **ADJUSTED INCOME** section of this Plan. Additionally, see the MTW policy on full-time student income exclusion.
- Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611 and as referenced in the **ADJUSTED INCOME** section of this Plan;
- Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;

- Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit;
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car);
- Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law;
- 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 the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. The most recent list of exclusions was published in the Federal Register on January 31, 2024. It includes:
    - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)); this exclusion also applies to assets;
    - Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 42 U.S.C 5058) are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)). This exclusion also applies to assets;
    - Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)); this exclusion also applies to assets;

- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506); this exclusion also applies to assets;
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1));
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6); this exclusion also applies to assets;
- The first $2,000 of per capita shares received from judgment funds awarded by the National Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407-1408); this exclusion also applies to assets;
- Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20. U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in In Re Agent Orange Product Liability Litigation, M.D.L. No. 381 (E.D.N.Y.); this exclusion also applies to assets;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420 section 9(c)); this exclusion also applies to assets;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)); this exclusion also applies to assets;
- The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409);
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation (Pub. L. 95-433 section 2); this exclusion also applies to assets;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- Any allowance paid to children of Vietnam veterans born with spinal bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spinal bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C 1833(c));
- Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)); this exclusion also applies to assets;
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2));
- Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets;
- Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (Pub. L. 101-503 section 8(b)); this exclusion also applies to assets;
- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in monthly prospective amounts (42 U.S.C. 1437a(b)(4));
- Any amounts:

- Not actually received by the family,
- That would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and
- Received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.);

- A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.) for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291 section 101(f)(2); this exclusion also applies to assets;
- Any amounts in an individual development account are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, as amended (42 U.S.C 604(h)(4));
- Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in Notice PIH 2013–1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407);
- Federal assistance for a major disaster and emergency received by individuals under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as mended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)); this exclusion also applies to assets;
- Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE

Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and

  - Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.

- Replacement housing gap payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing gap payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing gap payments;
- Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
  - Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
  - Direct Federal or State payments intended for economic stimulus or recovery.
  - Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
  - Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
  - Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
  - Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
  - Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
- Civil rights settlements or judgments, including settlements or judgments for back pay;
- Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family;

- Income earned on amounts placed in a family's Family Self Sufficiency Account;
- Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
    - 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; and
    - 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.

8.3.1 MTW Income Exclusions

MTW Policy

Applicable to: All MTW households,

Description: Annual income does not include the following:

- Income from assets when the household's total assets have a market value of $50,000 or less.
- The first 12 months of net income from the operation of a business or profession, including any withdrawal of cash or assets from the operation of the business.
- Payments received under a CHA-approved guaranteed income program.
- Upon approval from HUD, all earned income of full-time students who are not the head, co-head, or spouse.

8.4 ANTICIPATING ANNUAL INCOME

8.4.1 Calculating Income at Admission and Interims

At admission and for interim recertifications, CHA will use anticipated annual income (current income) for the upcoming period following the family's admission or interim recertification effective date.

When CHA cannot readily anticipate income based upon current circumstances, CHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. A clear rationale for this determination will be documented in the file. However, the family may provide verification documenting why the historic pattern does not represent the family's anticipated income.

8.4.2 Calculating Income at Regular Recertifications

> ***MTW Policy***
>
> **Applicable to:** All MTW households, Mainstream vouchers, Designated Housing vouchers; and upon approval from HUD, households in the VASH and EHV programs**.**
>
> **Description:** CHA will calculate annual income based on current/anticipated income.

Non-MTW households:

CHA will calculate annual income based on current/anticipated income.

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Once implemented, this section will replace the non-MTW policy noted above. Do not implement until further instruction is provided by HUD.

Upon implementation of HOTMA (until/unless a waiver is approved by HUD for VASH and EHV households), at each regular recertification for non-MTW households, CHA will determine the family's income for the previous 12-month period and use this amount as the family income; however, adjustments to reflect current income must be made. Any change of income since the family's last regular reexamination will be considered. If, however, there have been no changes to income, then the amount of income calculated for the previous 12-month period is the amount that will be used to determine the family's rent.

8.5 DETERMINING CERTAIN TYPES OF INCOME

8.5.1 Wages and Related Compensation

Except for where excluded under CHA's MTW policy (see **MTW Income Exclusions**), the earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies.

Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

Seasonal and Day Laborer Income

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

A *seasonal worker* is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

To determine annual income for individuals who have seasonal or day labor income at admission and regular recertification, CHA will use past actual income received or earned within the last 12 months of the determination date. Therefore, interim reexaminations will not be completed when circumstances change for family members with a pattern of seasonal income that is expected to continue.

Earned Income of Full-Time Students

Earned income from verified full-time students who are not the head, co-head or spouse is excluded; see **ANNUAL INCOME EXCLUSIONS** and **MTW Income Exclusions.**

Earned Income of Minors, Live-in Aides, and Foster Children/Adults

Earned income from minors, live-in aides, foster children, and foster adults is excluded from income. See **ANNUAL INCOME EXCLUSIONS** and **MTW Income Exclusions**.

Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are included as income except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8.5.2 Self-Employment Income

Annual income includes net income from the operation of a business or profession.

- *Net income* is gross income minus business expenses that allows the business to operate.
- *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Net income does not include:

- Expenditures for business expansion;
    - *Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations;
- Amortization of capital indebtedness;
    - *Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means CHA will allow as a business expense interest, but not principal, paid on capital indebtedness; or

- Depreciation of assets on an accelerated basis (depreciation of assets based on straight line depreciation is allowable).

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

If a family reports gross income from a business or self-employment income and does not claim and/or verify any expenses, the gross income will be considered the net income.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Co-Owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

Assets Owned by a Business Entity

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business' assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant).

Note, however, that for determining whether the family has a present ownership interest in disqualifying real property, whether the family owns the real property through an LLC or in their own name is not decisive. If the family has a present ownership interest in real property and has a legal right to reside in it, the effective legal authority to sell it, and it is considered suitable for their occupancy as a residence, that ownership interest will be disqualifying per the **ASSET RESTRICTIONS.** There may be circumstances where the family does not have the effective legal authority to sell the real property due to the structure of their business. Receipt of rental income itself is not a relevant deciding factor for asset limitation compliance, however.

Independent Contractors

Income received as an independent contractor is included in annual income as self-employment income, even if the source, date, or amount of the income varies. See definition in the **GLOSSARY.**

8.5.3 Periodic Payments

Periodic payments are forms of income received on a regular basis. These will be included unless excluded under **ANNUAL INCOME EXCLUSIONS**.

Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. See **ANNUAL INCOME EXCLUSIONS**.

Periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income. Payments received in lieu of wages for worker's compensation are excluded, even if paid in periodic payments, if the income will last for a period of less than one year.

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

CHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which CHA is processing a regular recertification, CHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time CHA is processing a regular recertification, then CHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, CHA will conduct an interim in accordance with policies in this ACOP. If not, CHA will consider the amount when processing the family's next annual recertification.

Retirement Income

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets. However, any

distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

Social Security and SSI

CHA is required to use the gross benefit amount to calculate annual income from Social Security benefits, including Supplemental Security Income (SSI).

Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. Effective the day after the SSA has announced the COLA, CHA is required to factor in the COLA when determining Social Security and SSI annual income for regular and interim recertifications of family income that have not yet been completed and will be effective January 1 or later of the upcoming year. The federal COLA does not apply to state-paid disability benefits.

When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, CHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

However, when the SSA overpays an individual, resulting in withholding or deduction from their benefit amount until the overpayment is paid in full, CHA must use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Child Support and Alimony

CHA will include as annual income only those child support and/or alimony payments that are actually received by the family. If no payments have been made in the last six months, CHA will not include child support and/or alimony in annual income. Otherwise:

- At admission or interim recertification, CHA will include averaged and annualized payments (excluding lump sum payments) received over the last six months, unless the family can verify that they expect to receive a different amount going forward.
- At regular recertification, CHA will calculate child support and/or alimony payments according to **Calculating Income at Regular Recertifications**.

Public Assistance

Public (or welfare) assistance—including Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments—is included as annual income.

When a welfare agency imposes a sanction that reduces a resident family's TANF income because the family commits fraud or fails to comply with the agency's economic self-sufficiency

program or work activities requirement, CHA must include in annual income the *imputed* welfare income; however, this requirement does not apply to applicant households (i.e., if the individual receiving the TANF was not an assisted resident at the time of the sanction, the welfare income cannot be imputed) nor to PBV households. CHA must request from the welfare agency verification of the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction. This requirement does **not** apply to reductions in welfare benefits:

1. At the expiration of the lifetime or other time limit on the payment of welfare benefits,
2. If a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or
3. Because a family member has not complied with other welfare agency requirements.

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero.

Trusts

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

The following types of trust distributions are excluded from annual income:

- Distributions of the principal or corpus of the trust; and
- Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

See additional information under trust distributions (in the section on **ANNUAL INCOME EXCLUSIONS**) and **Trusts as Assets** in this chapter.

8.5.4 Nonrecurring Income

Nonrecurring income, which is income that will not be repeated beyond the coming year based on information provided by the family, is generally excluded from annual income. See non-recurring income section of the **ANNUAL INCOME EXCLUSIONS** section of this chapter.

Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming regular recertification period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types

of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

8.5.5 Student Financial Assistance

CHA will include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

Any assistance to students under section 479B of the Higher Education Act of 1965 (Tile IV of the HEA) will be excluded from the family's annual income, as will any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally mandated income exclusions.

For a student who is not the head of household or spouse/co-head, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by CHA.

CHA will verify tuition and fees according to its verification policies (see **Verification of Student Financial Assistance and Fees**). See **ANNUAL INCOME EXCLUSIONS** for the portion of student financial assistance that is excluded.

CHA will calculate student financial assistance as follows:

1. If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, CHA will exclude the full amount of the assistance received under Title IV from the family's annual income. CHA will not calculate actual covered costs in this case.
2. If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, CHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). CHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. CHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.
3. When a student receives assistance from both Title IV of the HEA and from other sources, CHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

a. If the amount of assistance excluded under Title IV of the HEA **equals or exceeds** the actual covered costs, none of the assistance included under other student financial assistance would be excluded from income.

b. If the amount of assistance excluded under Title IV of the HEA is **less than** the actual covered costs, CHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

8.5.6 Income of Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit. See **GLOSSARY** for the definition of temparily absent.

8.5.7 Earned Income Disallowance for Persons with Disabilities

HUD is discontinuing the Earned Income Disregard (EID). As a result, no new individuals may qualify for the EID after December 31, 2023. Any individual who has an EID as of December 31, 2023 may continue to use the EID—as described in this section—until it expires as of January 1, 2026.

Initial 12-Month Exclusion

During the 12-month period beginning on the date a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, CHA will exclude from annual income of a qualified family member any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

Second 12-Month Exclusion

During the second 12-month exclusion period, CHA 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 HCV assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

8.5.8 Income for VASH Families

Generally, income for VASH families is determined the same way as for other HCV households, with the following exceptions:

1. For the purposes of determining income eligibility, CHA will exclude VA service-connected disability benefits. However, these benefits will be included when calculating the family's income for purposes of determining family share and HAP.

2. If a VASH family reports zero income, CHA must accept a self-certification of zero income from the family at admission or recertification without taking any additional steps to require that the family verify zero reported income. The self-certification does not need to be notarized. CHA must verify families' income in the EIV system within 120 days after admission.

   In determining compliance with **ASSET RESTRICTIONS**, CHA must accept a self-certification by the family that the family's total assets are equal to or less than $50,000, adjusted annually for inflation, and that the family does not have any present ownership interest in real property, without taking additional steps to verify the accuracy of the declaration. For net family assets exceeding $50,000, adjusted annually for inflation, CHA must fully verify the family's assets as required for all HCV families. CHA must not enforce the asset limitation for VASH families at reexamination.

8.6 ASSET INCOME

Generally, net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment. However, see the following for additional information:

- The full definition of *net family assets* may be found in the **GLOSSARY**.
- The section on **Exclusions from Assets** for what is not considered an asset; and
- The section on **ASSET RESTRICTIONS**, under which a household may be disqualified from admission or continued occupancy.

Under MTW, CHA uses market value in calculating assets. *Market value* is the face value of an asset, its worth in the market (i.e., the amount a buyer would pay for real estate or the total value of an investment account).

8.6.1 Necessary and Non-Necessary Property

All assets are categorized as either *real property* (e.g., land, a home) or *personal property*.

Personal property includes tangible items, like boats, as well as intangible items, like bank accounts. Personal property may be necessary or non-necessary, which determines whether they are considered to be assets.

- *Necessary personal property* are items essential to the family for the maintenance, use, and occupancy of the premises as a home; or they are necessary for employment, education, or health and wellness. This may include:

- Personal effects (such as items that are ordinarily worn or utilized by the individual),
- Items that are convenient or useful to a reasonable existence (such as a car used for commuting),
- Items that support and facilitate daily life within the family's home.
- Items that assist a household member with a disability, including any items related to disability-related needs, or that may be required for a reasonable accommodation for a person with a disability.

The value of necessary items of personal property is excluded from the calculation of net family assets.

- Items of personal property that do not qualify as necessary personal property are classified as *non-necessary personal property*, such as bank accounts, other financial investments, or luxury items. These items are considered assets for HUD purposes.
  - The combined value of all non-necessary items of personal property is only included in annual income when the combined total value exceeds $50,000 (adjusted annually).
  - When the combined value of all non-necessary personal property does not exceed $50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets.

8.6.2 General Calculation of Asset Income

Annual income includes all actual anticipated income from assets (unless otherwise excluded by the regulations) even if the asset itself is excluded from net family assets.

MTW Policy

Applicable to: All MTW households, Mainstream vouchers, Designated Housing vouchers; and upon approval from HUD, households in the VASH and EHV programs**.**

Description:

When an MTW household's total market asset value is $50,000 or less, CHA will exclude all income from those assets.

When a household's total market asset value is greater than $50,000, CHA will use the MTW imputed asset income in the calculation of annual income. CHA will multiply the household's total market value of the assets by the HUD-established passbook savings rate to determine imputed asset income.

Note: a household's total market asset value does not include assets that are considered to be excluded (see **Exclusions from Assets**).

Non-MTW households:

- When net family assets are $5,000 or less, CHA will include in annual income the actual income anticipated to be derived from the assets.
- When the family has net family assets are in excess of $5,000, CHA will include in annual income the greater of:
    - The actual income derived from the assets, or
    - The imputed income.
- Imputed income from assets is calculated by multiplying the total cash value of all family assets by an average passbook savings rate as determined by HUD.

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Once implemented, this section will replace the non-MTW policy noted above. Do not implement until further instruction is provided by HUD.

Non-MTW households:

When net family assets are $50,000 or less, CHA will include in annual income the actual income anticipated to be derived from the assets.

When the family has net family assets that are in excess of $50,000, CHA will include in annual income the actual income derived from the assets and, when income cannot be determined, the imputed income. Imputed income from assets is calculated by multiplying the total net cash value of all family assets by an average passbook savings rate as determined by HUD.

8.6.3 Treatment of Specific Assets

Bank Accounts

HUD considers bank accounts—checking, savings, credit union accounts—as non-necessary items of personal property to be included as assets. When the value of the household's combined assets is greater than $50,000, CHA will use the current balance of each account in determining its market value.

Investment Accounts

HUD considers financial investments such as stocks, bonds, saving certificates, and money market funds non-necessary items of personal property to be included as assets. When the value of the household's combined assets is greater than $50,000, CHA will use the current balance of each account as listed on its most recent statement as its market value.

Lump-Sum Additions to Family Assets

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. While lump sum additions to family assets, such as lottery or contest winnings or **Lump-Sum Payments for the Delayed Start of a Periodic Payment**, or other nonrecurring lump sum payments are not considered assets, CHA must consider any imputed returns from assets as income (provided total family assets exceed $50,000) at the family's next regular recertification.

Life Insurance

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

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

Trusts as Assets

There are two types of **Trust**, *revocable* and *irrevocable*.

Irrevocable trusts—which include special needs trusts—are not under the control of any member of the family or household are not included as assets. CHA will also not include as income and amounts earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

- Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in family assets. In this case, CHA will:
    - Exclude as income any distributions from the trust to the family;
    - Include imputed income from the assets if the family's total assets exceed $50,000.
- Revocable trusts that are **not** under the control of the family are excluded from family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. For the revocable trust to be considered excluded from family assets, no family or household member may be the account's trustee.

ABLE Accounts

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103

of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs.

CHA will exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

Luxury Items and Other Non-Necessary Personal Property

In determining the value of non-necessary personal property where the market value cannot be readily quantified (such as through a financial statement), CHA will use the family's estimate of the value. CHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by $50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

8.6.4 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the CHA will count the full value of the asset unless:

- The asset is otherwise excluded;
- The family can demonstrate that the asset is inaccessible to them, or
- The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

Any income from a jointly owned asset must be included in annual income, unless:

- The income is specifically excluded;
- The family demonstrates that they do not have access to the income from that asset; or
- The family only has access to a portion of the income from that asset.

See also **Co-Owned Businesses** and **Assets Owned by a Business Entity** in this chapter.

If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

8.6.5 Assets Disposed of for Less than Fair Market Value

CHA will include the value of any business or family assets disposed of by a family 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 or recertification, as applicable, in excess of the consideration received for the asset. However, CHA will not include the value of assets disposed of for less than fair market value:

- Unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000;
- If they are disposed of as part of a separation or divorce settlement and the family receives important consideration not measurable in dollar terms; and/or
- When the disposition is the result of a foreclosure or bankruptcy sale.
    - Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

See also **Assets Owned by a Business Entity** in this chapter.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

8.6.6 Exclusions from Assets

The following are excluded from the calculation of net family assets:

- The value of necessary items of personal property;
- The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
- The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986;
- The value of any qualified tuition program under section 529 of such Code;

- The value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code;
- The value of any *baby bond* account created, authorized, or funded by Federal, State, or local government;
- Interests in Indian trust land;
- Equity in a manufactured home where the family receives assistance under 24 CFR 982;
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;
- FSS+ Accounts (withdrawals from the FSS+ accounts for any reason are not considered income);
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family;
- The full amount of assets held in an irrevocable trust; and
- The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household.

8.7 ADJUSTED INCOME

Adjusted income is calculated by subtracting allowable deductions and allowances from annual income.

8.7.1 Dependent Deduction

An allowance is deducted from annual income for each **Dependent**, which is defined as any family member other than the head, spouse, or co-head who is:

- Under the age of 18,
- 18 or older and is a person with disabilities, or
- 18 or older and a full-time student.

Foster children, foster adults, and live-in aides are never considered dependents.

The amount of the deduction is currently $480.

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Do not implement until further instruction is provided by HUD.

Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be adjusted annually by HUD, rounded to the next lowest multiple of $25.

8.7.2 Elderly or Disabled Family Deduction

A single deduction is taken for any elderly or disabled family (see **Elderly Family** and **Persons with Disabilities and Disabled Family**). An elderly family is a family whose head, spouse, co-head, or sole member is 58 years of age or older (or 62 for non-MTW households). A disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities.

The amount of the deduction is currently $400.

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Do not implement until further instruction is provided by HUD.

Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to $525 and will be adjusted annually by HUD, rounded to the next lowest multiple of $25.

8.7.3 Disability Assistance Expense Deduction

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they:

- Are necessary to enable a family member 18 years or older to work;
- Are not paid to a family member or reimbursed by an outside source;
- In combination with any medical expenses, exceed the HUD-established percent of annual income; and
- Do not exceed the earned income received by the family member who is enabled to work.

See **HEALTH AND MEDICAL CARE AND DISABILITY ASSISTANCE EXPENSES** section of the **HARDSHIP POLICIES** chapter for information about hardship exemptions.

8.7.4 Health and Medical Care Expense Deduction

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

The threshold is currently set at 3 percent of annual income.

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Do not implement until further instruction is provided by HUD.

Upon implementation of HOTMA and subject to applicable HUD guidance, this amount will be increased to 10 percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 58 (or 62 for non-MTW households) or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

Medical expenses include unreimbursed expenses for:

- Any costs incurred in the diagnosis, cure, mitigation, treatment or prevention of disease;
- Payment for treatments affecting any structure of function of the body; and
- Medical insurance and long-term care premiums that are paid or are anticipated to be paid for the applicable period.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD does not permit CHA to specifically align their policies with IRS Publication 502 for determining which expenses are included in HUD's mandatory deduction for health and medical care expenses. CHA must review each expense to determine whether it is eligible in accordance with HUD's definition of *health and medical care expenses*.

Health and medical care expenses may include but are not limited to:

- Services of physicians and other health care professionals
- Services of health care facilities
- Health insurance premiums (including the cost of Medicare)
- Prescription medications
- Transportation to and from treatment
- Dental Expenses
- Eyeglasses
- Hearing aids and batteries
- Attendant Care
- Payments on accumulated medical bills
- Costs of the care of assistance animals (which includes emotional support animals and service animals)

To be considered by CHA for the purpose of determining a deduction from income, the expenses claimed must be unreimbursed and verified as allowable and for the benefit of a family member. Documentation of the expense(s) and proof of payment is required.

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

See **HEALTH AND MEDICAL CARE AND DISABILITY ASSISTANCE EXPENSES** section of the **HARDSHIP POLICIES** chapter for information about hardship exemptions.

8.7.5 Child Care Expense Deduction

A family may receive a deduction of amounts to be paid by the family for the care of children in the household (including foster children) under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed or to further his/her education (which may include looking for work).

Amounts deducted must be unreimbursed expenses. The deduction will include the total unreimbursed child care expense; however, the amount deducted may not exceed:

- The amount of income earned by the family member released to work; or
- An amount determined to be reasonable by CHA when the expense is incurred to permit education.

The amount deducted shall reflect reasonable charges for child care and for the time periods covered by eligible activities, including reasonable time for transportation. 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.

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

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

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

See **CHILD CARE EXPENSE HARDSHIP** for information about hardship exemptions related to the change in eligibility for child care expenses due to HOTMA.

CHAPTER 9: CALCULATING FAMILY SHARE AND SUBSIDY

9.1 OVERVIEW

CHA will use the methods set forth in this Administrative Plan to verify and determine that family income at admission and at recertification is correct. The accurate calculation of annual income and adjusted income (see **INCOME AND ADJUSTED INCOME**) will ensure that families are not paying more or less money for rent than obligated under federal regulations and CHA's MTW Agreement. Income and Total Tenant Payment (TTP) are calculated in accordance with 24 CFR Part 5, Subparts E and F, CHA's MTW Agreement and further instructions set forth in HUD Notices and Memoranda.

The following list summarizes the steps to determine income and establish rent:

1. Determine annual income.
2. Determine deductions and allowances the household is eligible to receive.
3. Determine the household's adjusted annual and monthly income.
4. Determine the household's Total Tenant Payment (TTP).
5. Determine the Housing Assistance Payment (HAP).
6. Determine the Tenant Rent to Owner.

Initial steps are detailed in **INCOME AND ADJUSTED INCOME**. Additional steps, including MTW policies, are outlined in the sections below.

9.2 TOTAL TENANT PAYMENT (TTP)

The *Total Tenant Payment* (TTP) is the total amount that a participant must pay for shelter, including both the family's share of the Contract Rent to the landlord, and any additional amounts for tenant-paid utilities. This section explains how that amount is calculated.

The TTP for an assisted family is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income, or
- 10 percent of the family's monthly gross income, or
- Minimum rent.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP, but may be greater than the TTP depending on the rent charged for the unit the family selects.

9.3 MINIMUM RENT

MTW Households: the minimum rent is $50.

Non-MTW Households: the minimum rent is $25.

9.3.1 Enhanced Voucher Minimum Rent

Participants with Enhanced Vouchers may have an alternative *Enhanced Voucher Minimum Rent* applied when determining the household's rent and subsidy amounts. At the outset of assistance, enhanced voucher families must continue to contribute towards their rent in an amount that is equal to or greater than the amount they were paying at the time of the applicable preservation eligibility event. This amount is called the *Enhanced Voucher Minimum Rent*.

If a family suffers a decrease in income of at least 15 percent after the eligibility event, their enhanced voucher minimum rent must be changed from the dollar amount they were paying to the percentage of income they were paying for rent at the time of the eligibility event. The exact calculation of the minimum rent will vary depending upon whether the family was unassisted or assisted under a tenant- or project-based contract at the eligibility event.

If a family was previously unassisted, the family's revised enhanced voucher minimum rent is the greater of the following:

- The percentage of the monthly adjusted income the family paid for *gross rent* on the effective date of the eligibility event; or
- 30 percent of the family's current adjusted monthly income

If a family was previously assisted under a project- or tenant-based contract, the family's new enhanced voucher minimum rent is the greater of:

- The percentage of adjusted monthly income paid for Total Tenant Payment (TTP) or the voucher family share on the effective date of the eligibility event; or
- 30 percent of the family's current adjusted monthly income.

Once a family's enhanced voucher minimum rent changes, it will continue to be calculated by the percentage of adjusted monthly income until the family's income increases such that the dollar value of the family's enhanced voucher minimum rent established by the percentage is more than the original enhanced voucher minimum rent. When this occurs, the family's enhanced voucher minimum rent will revert to their original enhanced voucher minimum rent.

If the family's voucher has been or is subsequently converted to PBV assistance, or the family moves from the site and their enhanced voucher converts to a TBV voucher, then the enhanced voucher minimum rent requirements no longer apply.

9.4 MAXIMUM INITIAL RENT BURDEN

MTW Policy

Applicable to: MTW households, Mainstream vouchers, Designated Housing vouchers; and upon approval from HUD, households in the VASH and EHV programs.

Description: To provide households with more choices when renting, new voucher holders and current participants moving to a new unit may pay over 40 percent of their income towards rent at initial lease up, exceeding the first-year threshold set by HUD. This allows participants to rent units that fit their individual needs, provided that they can demonstrate the ability to commit to a higher income contribution toward rent.

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds CHA's applicable payment standard, the family will pay more than the calculated TTP. At initial occupancy, CHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income, except under the following circumstances:

1. The participant can demonstrate that they have successfully been paying in excess of 40 percent of their income for rent; or
2. The participant has met with CHA staff and has demonstrated an understanding of the proposed rent burden and has demonstrated to the satisfaction of the staff that they can meet this burden.

If the household disagrees with the staff decision, a review by the Director of Leased Housing or their designee may be requested. The decision of the Director of Leased Housing or their designee is final with no additional right of appeal.

Non-MTW Households: If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds CHA's applicable payment standard, the family will pay more than the TTP, and at initial occupancy, CHA will not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified within 120 days.

9.5 CHA SUBSIDY

CHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of:

1. The applicable payment standard for the family minus the family's TTP, or
2. The gross rent for the family's unit minus the TTP.

9.5.1 Subsidy for Mixed Families

A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of family members who do not claim an eligible status.

> ***MTW Policy***
>
> **Applicable to:** All MTW households
>
> **Description:** CHA does not prorate the assistance provided to a mixed family; instead, CHA increases the tenant's TTP by 10 percent.

Non-MTW Policy: For mixed families not in the MTW program, CHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible.

9.6 APPLYING PAYMENT STANDARDS

CHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. For policies on the establishment and revision of the CHA's payment standard schedule see **PAYMENT STANDARDS**.

Payment standards are the maximum monthly assistance payments for a family assisted in the voucher program (before deducting the total tenant payment by the family. The payment standard for a family is the lower of:

1. The payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under CHA's subsidy standards; or
2. The payment standard for the size of the dwelling unit rented by the family.

In applying payment standards:

1. **Initial Lease Up.** The payment standard that applies to a household when their initial lease is approved (at initial occupancy and transfer) is the payment standard in effect at the time the rent is negotiated with the owner.
2. **Regular Recertification.** The payment standard that applies to a household at the time of a regular recertification is the payment standard in effect on the effective date of the regular recertification, except in instances where the payment standard has decreased. Retroactive changes to payment standards will not affect the participant rent.
3. **Interim Recertification.** The payment standard that applies to a household at the time of an interim recertification is the payment standard in effect at the last regular recertification except for:
    a. If the payment standard amount has increased during the term of a HAP contract, CHA will use the increased payment standard amount to calculate the monthly housing assistance payment for the family the earlier of the following:

i. The effective date of an increase in gross rent that would result in an increase in the family share; or
ii. The family's first regular reexamination following the change.

b. When an approved reasonable accommodation for a larger payment standard is applied at the interim. Other than as noted above, CHA will not process a recertification for increases in the payment standard amount that occur during the HAP contract term between regular recertifications.

4. **Moves.** If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) CHA will apply the payment standard that was in effect when the Request for Tenancy Approval (RFTA) was received by CHA.

9.6.1 Changes in Payment Standards

When CHA revises its payment standards during the term of the HAP contract for a family's unit, CHA will apply the new payment standards in accordance with HUD regulations and CHA policies.

If CHA changes its payment standard schedule resulting in a lower payment standard amount, during the term of a HAP contract, CHA will not reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect.

9.6.2 Changes in Voucher Size

Generally, irrespective of any increase or decrease in the payment standard, if the family voucher size increases or decreases during the HAP contract term, the new family voucher size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family voucher size. See **Applying Subsidy Standards at Reexaminations** in the **CONTINUED OCCUPANCY AND REEXAMINATIONS** chapter.

9.7 APPLYING UTILITY ALLOWANCES

CHA applies the utility allowance for tenant-based vouchers that is the lesser of:

1. The actual unit size of the leased apartment, or
2. The authorized voucher size.

For project-based vouchers, the utility allowance is based on the actual size of the unit.

In applying utility allowances:

1. **Initial Lease Up.** The utility allowance that applies to a household when their initial lease (at initial occupancy and transfer) is approved is the utility allowance in effect at the time the rent is negotiated with the owner.

2. **Regular Recertification.** The utility allowance that applies to a household at the time of a regular recertification is the board-approved utility allowance in effect on the date the regular recertification is entered into CHA's housing software.
3. **Interim Recertification.** The utility allowance that applies to a household at the time of an interim recertification is the board-approved utility allowance in effect at the last regular recetification (unless the interim is due to an approved reasonable accommodation is applied at the interim).

9.7.1 Changes to Utility Allowances

When there are changes in the utility arrangement with the owner, CHA will use the utility allowances in effect at the time the new lease and HAP contract are executed.

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first regular recertification that is effective after the allowance is adopted.

9.8 UTILITY REIMBURSEMENT

A utility allowance payment (UAP) occurs when the Housing Assistance Payment (HAP) for a family exceeds the rent paid to the owner. CHA's practice is to pay the UAP monthly to the household.

CHAPTER 10: HARDSHIP POLICIES

10.1 HARDSHIP WAIVERS

CHA has developed conditions-based hardship policies and procedures to address and mitigate financial hardships for program participants. The table below identifies CHA's hardship policies by topic and applicable group.

	Hardship Policy	Applicable To
General	• MINIMUM RENT HARDSHIP	All households
HOTMA	• HEALTH AND MEDICAL CARE AND DISABILITY ASSISTANCE EXPENSES HARDSHIP	All households
	• CHILD CARE EXPENSE HARDSHIP	All households
MTW	• MTW HARDSHIPS	MTW households only

10.2 MINIMUM RENT HARDSHIP

CHA may grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of a financial hardship. The minimum rent hardship policy applies to households who are required to pay the minimum rent. If a household's TTP is higher than the minimum rent, the household is not eligible for a minimum rent hardship exemption.

10.2.1 Defined Financial Hardships

Financial hardship includes the following situations:

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program.
    a. A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.
    b. For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following:
        i. Implementation of assistance, if approved, or
        ii. The decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

2. The family would be evicted because it is unable to pay the minimum rent. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent or tenant-paid utilities.
3. Family income has decreased because of changed family circumstances, including the loss of employment.
4. A death has occurred in the family. In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

To qualify for a hardship exemption for this reason, a family must submit a request including documentation for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

10.2.2 Determination of Financial Hardship from Minimum Rent

When a family requests a financial hardship exemption for inability to pay the minimum rent, CHA will suspend the minimum rent requirement beginning the first of the month following the family's request and when the family has provided all requested verification of the hardship. CHA will then determine whether there is no hardship, a temporary hardship, or a long-term hardship.

If a hardship is granted, the Hardship Review Committee will determine if the hardship is temporary or long term, as noted below.

The committee cannot waive any additional costs associated with the fact that the gross rent exceeds the applicable payment standard. The committee cannot waive the additional fee (MTW)/pro-rated rent (non-MTW) for mixed families, since no subsidy may be paid for family members with ineligible citizen/non-citizen status.

No Financial Hardship

If CHA determines there is no financial hardship for households claiming they are unable to pay the minimum rent, CHA will reinstate the minimum rent and require the family to repay the amounts suspended. CHA will require the family to repay the suspended amount within 30 calendar days of CHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If CHA determines that a qualifying financial hardship is temporary, CHA will suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption and provision by the family of documents verifying the hardship.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay CHA the amounts suspended. CHA may determine that circumstances have

changed and that the hardship is long term. CHA may enter into a repayment agreement with the family.

Long-Term Hardship

If CHA determines that the financial hardship is long-term, CHA may exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long term, the family is not required to repay the minimum rent.

The hardship is deemed to be discontinued when the family's TTP is greater than the minimum rent.

Families on approved hardships from minimum rent are required to report all increases in income and/or decreases in unreimbursed expenses, where applicable, within 30 days from the date of occurrence.

10.3 HEALTH AND MEDICAL CARE AND DISABILITY ASSISTANCE EXPENSES HARDSHIP

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Do not implement until further instruction is provided by HUD.

Households may request hardships related to health and medical care expenses and/or disability assistance expenses. There are two categories of hardship for this:

1. **Category #1 – Phased-In Relief** is for households receiving a medical expense deduction upon implementation of HOTMA and subject to applicable HUD guidance.
    a. Hardships for this category will be applied automatically to each household receiving a medical and/or disability expense deduction as of the most recent income review upon implementation of HOTMA and where that deduction exceeds 5 percent of the family's annual income. No request for the hardship is required.
    b. For families that are eligible for this category, the following phased-in relief may be offered if the hardship is granted:
        i. For the first year, a deduction of eligible expenses that exceed 5 percent of the family's annual income;
        ii. For the second year, a deduction of the eligible expenses that exceed 7.5 percent of the family's annual income; and

iii. For the third year, a deduction of the eligible expenses that exceed 10 percent of the family's annual income, unless the family qualifies for a new exemption under the second hardship category.

c. The hardship will remain in place for two consecutive years unless the family receives a hardship exemption under Category #2 below. If the family receives a hardship under the second category, they may no longer receive relief under Category #1. Households may not receive a second hardship under Category #1.

d. This is a transitional category that will phase out.

2. **Category #2 – General Relief** is for qualifying hardships that would not otherwise trigger a reexamination.

   a. A family may qualify for the second category of hardship exemption for health and medical care expenses and/or disability assistance expenses at any time if they can demonstrate that the family's applicable health and medical care expenses or reasonable attendant care or auxiliary apparatus expenses increase or the family's financial hardship is a result of a change in circumstances (as defined by CHA) that would not otherwise trigger an interim reexamination. This relief may be given to a family regardless of whether they received (or are currently receiving) relief under the first hardship category.

   b. Category #2 hardship requests must be made by the participant in writing.

   c. If approved for the hardship, under this category, the family will receive a deduction of eligible expenses that exceed 5 percent of the family's annual income until the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. CHA, at its discretion, may extend this relief for one additional 90-day period while the family's hardship continues.

10.4 CHILD CARE EXPENSE HARDSHIP

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Do not implement until further instruction is provided by HUD.

When a family demonstrates to CHA's satisfaction that they are unable to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed, seeking work, or furthering their education, CHA will grant a hardship to allow the child care expense to continue for a limited time.

- A hardship due to an inability to pay rent as a result of the loss of child care deductions must be requested, in writing, by the household.

- For this purposes of this hardship, CHA will define a family's inability to pay their rent where their total unreimbursed child care expenses is at least $2,500/year.
- Relief for an approved hardship exemption includes a continuation of the child care deduction for a period of up to 90 days. CHA, at its discretion, may extend the hardship exemption for one additional 90-day period based on family circumstances.

10.5 MTW HARDSHIPS

MTW Policy

Applicable to: All MTW households

Description: CHA also allows hardship waivers for households experiencing significant, unexpected drops in income or increases in unreimbursed child care or medical costs expected to last longer than 60 days (but not as provided for in the sections on **HEALTH AND MEDICAL CARE AND DISABILITY ASSISTANCE EXPENSES HARDSHIP** and **CHILD CARE EXPENSE HARDSHIP**). Households are considered to be experiencing hardships when they are experiencing extraordinarily high costs of living, even after income and deductions.

To be eligible for a hardship, the household must meet any of the following:

1. Eligible elderly or disabled households paying more than 50 percent of their income, after deductions, towards unreimbursed medical expenses, unreimbursed child care expenses and rent; or
2. Eligible families paying more than 50 percent of their income, after deductions, towards child care expenses and rent.

Households who meet one of the criteria listed above can apply for a Hardship Waiver. Hardship requests are not retroactive, but rather are effective the first day of the month following receipt of the request and required documentation.

Households who meet the hardship criteria can apply for a Hardship Waiver even if they have used the maximum number of interims permitted between regular recertifications.

10.6 DETERMINATION OF HARDSHIP

Hardships are determined by CHA's Hardship Review Committee. However, CHA's Executive Director can sustain or decline any decision the Hardship Review Committee makes about a household's application for a Hardship Waiver.

For MTW households experiencing unexpected drops in income or increases in unreimbursed child care or medical costs expected to last longer than 60 days, but not as provided for in the sections on **HEALTH AND MEDICAL CARE AND DISABILITY ASSISTANCE EXPENSES**

HARDSHIP and **CHILD CARE EXPENSE HARDSHIP**, the Hardship Review Committee may make any of the following recommendations to the Executive Director for MTW hardships:

1. Set the household's rent at the prescribed minimum;
2. Extend the period of minimum rent;
3. Allowing an additional interim rent reduction above CHA's limit; or
4. As applicable, any combination of the remedies listed above.
5. The Hardship Review Committee may waive the minimum rent but only according to the provisions described under the section on **MINIMUM RENT HARDSHIP** in this chapter.

The Executive Director or their designee will review the recommendation of the Hardship Committee and make a final determination. The household may appeal the decision of the Executive Director. CHA's Conference panel will hear appeals to declined Hardship Waiver applications. CHA will not take any action that adversely affects the household until the Conference Panel renders its written decision.

CHAPTER 11: PAYMENT STANDARDS AND UTILITY ALLOWANCES

11.1 PAYMENT STANDARDS

The payment standard sets the maximum subsidy payment a family can receive from CHA each month. Generally, payment standards are based on fair market rents (FMRs) or Small Area Fair Market Rents (SAFMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. However, because of CHA's authority through MTW, it has broad discretion in setting these numbers.

Payment standards are reviewed and set at least once per year for each unit size within CHA's jurisdiction.

Under MTW, CHA has approval to establish payment standards that are higher than the basic range allowed by HUD. CHA may use the HUD-approved exception payment standard amount for any CHA participant in Cambridge. While CHA will provide justification when setting payment standards that are not between 90 and 120 percent of the current FMR, it is understood that the decision rests solely with CHA. For VASH households, CHA may establish an exception payment standard up to 140 percent of the applicable FMR. Areas that should be considered when setting levels include but are not limited to:

1. Success rate of tenant-based voucher holders,
2. The percentage of tenant-based voucher holders porting to other communities,
3. Market rents in Cambridge, and
4. Position of payment standard within the range of rents.

Payment standards set by CHA are for units located in Cambridge. The final payment standard schedule must be approved by the Board of Commissioners prior to implementation.

For those who rent a unit outside of Cambridge, CHA may opt to use the Boston Housing Authority's (BHA) or another PHA's payment standards for identified areas.

See also **APPLYING PAYMENT STANDARDS** in the **CALCULATING FAMILY SHARE AND SUBSIDY** chapter.

MTW Policy

Applicable to: All MTW households

Description: To address the high cost of housing in the city of Cambridge and to retain landlords in the private housing market, CHA may set their payment standards above 120% of the applicable Fair Market Rent (FMR) without HUD approval. Additionally, if an owner for a unit located in Cambridge agrees to a

multiple year lease, CHA may allow for a higher payment standard (up to 135% of the traditional/large area FMR); again, however, the rent must be reasonable.

11.2 UTILITY ALLOWANCES

A CHA-established utility allowance schedule is used in determining family share and CHA subsidy. CHA will maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services. A participant cannot be held responsible for a utility unless the fuel for that utility can be separately metered.

CHA shall maintain a utility allowance schedule that shows the typical cost of utilities and services paid by energy conservative households of various sizes and types as found commonly in Cambridge. The schedule shall be in the form of a matrix showing typical energy consumption by bedroom size and building type and set up in a format selected by CHA.

The utility allowance will include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

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

For properties with less conventional systems, such as heat pumps, the Director of Leased Housing may determine an alternative allowance for participants that reside within the property. An alternative allowance must be based on actual consumption/cost data and must be reviewed yearly.

See also:

- **APPLYING UTILITY ALLOWANCES** in the **CALCULATING FAMILY SHARE AND SUBSIDY** chapter; and
- **Applying Utility Allowances at Reexaminations** in the **CONTINUED OCCUPANCY AND REEXAMINATIONS** chapter.

11.2.1 Reasonable Accommodation

HCV program regulations require CHA to approve a utility allowance amount higher than shown on CHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, CHA will approve an allowance for air-conditioning, even if CHA has determined that an allowance for air-conditioning generally is not needed (See CHA's

Reasonable Accommodation Policy for policies regarding the request and approval of reasonable accommodations).

11.2.2 Utility Allowance Revisions

At least once per year, CHA shall review current utility rates to determine if there has been a change of 10 percent or more. If so, the new rates will be applied to the matrix and a new schedule is published.

CHA will maintain information supporting its periodic review of utility allowance and any revisions made in its utility allowance schedule.

CHAPTER 12: INSPECTIONS

Note: as of the date of this Plan, HUD has released guidance extending the compliance date for implementation of the National Standards for the Physical Inspection of Real Estate (NSPIRE) – referenced in this chapter and throughout this Plan – until October 1, 2025. CHA will establish a NSPIRE compliance date that is on or prior to October 1, 2025 pursuant to the guidance available as of the date of this plan or any subsequent guidance. In the meantime, CHA will continue to utilize the Housing Quality Standards (HQS) methodology found in the previous version of this Administrative Plan. The NSPIRE-related provisions referenced throughout this Plan will become effective as of the CHA-established compliance date.

12.1 OVERVIEW

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) and Project Based Voucher (PBV) assistance meet HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) regulations and standards no later than October 1, 2025.

All units must pass an NSPIRE inspection prior to the approval of a lease (with some exceptions) and at least once every 24 months during the term of the HAP contract, and at other times as needed, to determine that the unit meets NSPIRE standards.

Provided they meet certain requirements, CHA is authorized to establish some additional local requirements, as noted in this Administrative Plan. The use of the term *NSPIRE* in this plan refers to the combination of both HUD and CHA-established requirements. However, state and local codes compliance is not part of the determination of whether a unit passes the NSPIRE standards.

12.2 HOUSING QUALITY / NSPIRE STANDARDS

12.2.1 Inspectable Areas

NSPIRE defines the inspectable areas for inspection under the standards as inside, outside and unit. However, the inspection requirement for the HCV and PBV programs only applies to units occupied or to be occupied by HCV or PBV participants and common areas and exterior areas which either service or are associated with such units.

12.2.2 Affirmative Habitability Requirements

NSPIRE provides for minimum, or affirmative, habitability requirements for each area (unit, inside, outside), as detailed below.

The inside, outside and unit must be free of health and safety hazards that pose a danger to residents. Types of health and safety concerns include, but are not limited to carbon monoxide, electrical hazards, extreme temperature, flammable materials or other fire hazards, garbage and debris, handrail hazards, infestation, lead-based paint, mold, and structural soundness.

The NSPIRE Smoke Alarm Standard does not require that smoke alarms have a sealed battery; however, upon the effective date of the Public and Federally Assisted Housing Fire Safety Act of 2022 on December 29, 2024, sealed batteries *will* be required.

Affirmative Habitability Requirements: Inside

1. Must include at least one (1) battery-operated or hard-wired smoke detector, in proper working condition, on each level of the property.
2. Must meet or exceed the carbon monoxide detection standards set by the Secretary through *Federal Register* notification.
3. Any outlet installed within 6 feet of a water source must be GFCI protected.
4. Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.
5. Must have permanently mounted light fixtures in any kitchens and each bathroom.
6. May not contain unvented space heaters that burn gas, oil or kerosene.

Affirmative Habitability Requirements: Outside

1. Any outlet installed within 6 feet of a water source must be GFCI-protected.
2. Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.

Affirmative Habitability Requirements: Unit*

Note: Single Room Occupancy (SRO) units and/or units with shared bathrooms or cooking facilities may have alternative unit-specific habitability requirements.

1. Must have hot and cold running water in the bathroom and kitchen, including an adequate source of safe drinking water in the bathroom and kitchen.
2. Must include its own bathroom or sanitary facility that is in proper operating condition and usable in privacy. It must contain a sink, a bathtub or shower, and an interior flushable toilet.
3. Must have at least one battery-operated or hard-wired smoke detector, in proper working condition, in the following locations:
    a. On each level of the unit AND
    b. Inside each bedroom or sleeping area AND
    c. With 21 feet of any door toa bedroom measured along a path of travel AND
    d. Where a smoke detector is installed outside a bedroom is separated from an adjacent living area by a door, a smoke detector must also be installed in the living area side of the door.

4. If the unit is occupied by a hearing-impaired person, the smoke detectors must have an alarm system designed for hearing-impaired persons.
5. Must have a living room and a kitchen area with a sink, cooking appliance, refrigerator, food preparation area and food storage area.
6. Must have two working outlets or one working outlet and one permanent light fixture within all habitable rooms.
7. Must have a permanently mounted light fixture in each bathroom and in the kitchen.
8. Outlets within 6 feet of water source must be GFCI-protected.
9. Must have permanently installed heating source.
10. No units may contain unvented space heaters that burn gas, oil or kerosene.
11. Must have a guard rail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.
12. Must have at least one bedroom or living/sleeping room for each two persons.

12.2.3 Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must make reasonable accommodations in rules, policies, practices, or services if necessary for a person with disabilities to use the housing and must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit if such modification is necessary to afford the person with a disability full enjoyment of the premises. Such modifications are generally at the family's expense, unless otherwise required to be at the owner's expense under state law. The owner may, where it is reasonable to do so, require restoration of the unit to its original condition (reasonable wear and tear excepted) if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest-bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained.

Modifications to units to provide access for a person with a disability must meet all applicable NSPIRE requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG). See the **NON-DISCRIMINATION** chapter of this Plan for additional information on reasonable accommodations for persons with disabilities.

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to CHA for review.

12.2.4 Additional Local Requirements

CHA may impose variations to the NSPIRE standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choices for families. HUD approval is required for variations to NSPIRE standards and approved variations must be added to the Administrative Plan.

12.2.5 Life Threatening Deficiencies

The NSPIRE standards describe those conditions which are considered life-threatening and must be corrected within 24 hours.The following is a list of life-threatening deficiencies under NSPIRE:

Inspectable Item	Deficiency
Call-for-Aid System	System is blocked, or pull cord is higher than 6 inches off the floor.
	System does not function properly.
Carbon Monoxide Alarm	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.
	Carbon monoxide alarm is obstructed.
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.
	Chimney exhibits signs of structural failure.
Clothes Dryer Exhaust Ventilation	Electric dryer transition duct is detached or missing.
	Gas dryer transition duct is detached or missing.
	Electric dryer exhaust ventilation system has restricted airflow.
	Dryer transition duct is constructed of unsuitable material.
	Gas dryer exhaust ventilation system has restricted airflow.
Door – Entry	Entry door is missing.
Door – Fire Labeled	Fire labeled door is missing.

Inspectable Item	Deficiency
Egress	Obstructed means of egress.
	Sleeping room is located on the third floor or below and has an obstructed rescue opening.
	Fire escape is obstructed.
Electrical – Conductor, Outlet, and Switch	Outlet or switch is damaged.
	Exposed electrical conductor.
	Water is currently in contact with an electrical conductor.
Electrical – Service Panel	The overcurrent protection device is damaged.
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.
Fire Escape	Fire escape is damaged or missing.
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.
	Fire extinguisher service tag is missing, illegible, or expired.
	Fire extinguisher is damaged or missing.
Flammable and Combustible Items	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater; OR Improperly stored chemicals.
Guardrail	Guardrail is missing or not installed.
	Guardrail is not functionally adequate.
Heating, Ventilation, and Air Conditioning (HVAC)	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.
	Unvented space heater that burns gas, oil, or kerosene is present.
	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.
Leak – Gas or Oil	Natural gas, propane, or oil leak.

Inspectable Item	Deficiency
Mold-like Substance	Presence of mold-like substance at extremely high levels is observed visually.
Smoke Alarm	Smoke alarm is not installed where required.
	Smoke alarm is obstructed.
	Smoke alarm does not produce an audio or visual alarm when tested.
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.
	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.
	Sprinkler assembly has evidence of corrosion.
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.
Structural System	Structural system exhibits signs of serious failure.
Toilet	Only 1 toilet was installed, and it is missing.
Water Heater	Chimney or flue piping is blocked, misaligned, or missing.
	Gas shutoff valve is damaged, missing, or not installed.

In addition to those listed under the NSPIRE standards, the following are considered life-threatening conditions:

- Utilities not in service, including no running hot water.

12.2.6 Family and Owner Responsibilities

Family Responsibilities

The family is responsible for correcting the following deficiencies:

- Tenant-paid utilities not in service;
- Failure to provide or maintain appliances owned by the family;
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. *Damages beyond ordinary wear and tear* will be considered to be damages which could be assessed against the security deposit under state law or in court practice.

If a family fails to correct a family-caused life-threatening condition as required by CHA, CHA will enforce the family obligations.

Owner Responsibilities

The owner must maintain the unit in accordance with NSPIRE regulations and standards. The owner is not responsible for a breach of the standards that is not caused by the owner, and for which the family is responsible, as provided in 24 CFR 982.404(b) and 982.551(c).

The owner is responsible for all NSPIRE violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family.

The owner will be required to repair an inoperable smoke detector unless CHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

If an owner fails to correct life-threatening conditions as required by CHA, CHA will enforce the NSPIRE standards in accordance with HUD requirements.

12.2.7 Lead-Based Paint

CHA and owners must comply with the requirements and timelines in 24 CFR Part 35 Subpart M—Tenant-Based Rental Assistance and Subpart H—Project-Based Assistance. Any deteriorated paint in target housing, or other lead-based paint hazard identified through a lead-based paint risk assessment or lead-based paint inspection is considered a violation of NSPIRE standards.

For the HCV program, Subpart M applies to units where a child under age six resides or is expected to reside, common areas that service that unit, and exterior painted surfaces associated with that unit or common areas. For project-based programs, Subpart H applies to assisted units and common areas of the property regardless of whether a child under age six resides or is expected to reside in the unit. NSPIRE does not alter any of the lead-based paint requirements in Part 35 for these programs.

Special Requirements for Children with Elevated Blood Lead Level

If CHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, CHA must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from CHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations (24 CFR 35.1325) and

(24 CFR 35.1330). If the owner does not complete the *hazard reduction* as required, the dwelling unit is in violation of NSPIRE standards and CHA will take action to enforce owner compliance.

Reporting Requirement

The owner must report the name and address of a child identified as having an elevated blood lead level to the public health department within five (5) business days of being so notified by any other medical health care professional. The owner must also notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five (5) business days. CHA may collaborate with the owner on the notification process, such as by agreeing with the owner to provide the required notifications on the owner's behalf.

Upon notification by the owner, CHA will, within five (5) business days:

- Provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level; and
- Notify the HUD field office and OLHCHH of the child's address.

Data Collection and Record Keeping

At least quarterly, CHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an elevated blood lead level.

If CHA obtains names and addresses of elevated blood lead level children from the public health department(s), CHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, CHA must carry out the notification, verification, and hazard reduction requirements discussed in this section, and the reporting requirement discussed above.

12.2.8 Violation of Space Standards

Units assisted under the HCV or PBV programs must have at least one bedroom or living/sleeping room for each two persons. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. Each habitable room must have two working outlets or one working outlet and a permanent light.

HUD defines a *habitable room* as a room in a building for living, sleeping, eating, or cooking, but excluding bathrooms, toilet rooms, closets, hallways, storage or utility spaces, and similar areas.

A unit that does not meet these space standards is defined as *overcrowded*. If CHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, CHA will:

- For **tenant-based vouchers**, issue the family a new voucher. The family must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, CHA must terminate the HAP contract in accordance with its terms.

- For **project-based vouchers**, offer the family:
    - Project-based voucher assistance in an appropriate-size unit (in the same project or in another project);
    - Tenant-based rental assistance under the voucher program.

If the project-based family does not accept the offer and/or move out of the unit within six months, CHA will terminate the HAP and remove the unit from the HAP contract.

12.3 TYPES OF INSPECTIONS

CHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

1. **Initial Inspections.** CHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the NSPIRE inspection before the effective date of the HAP contract; however, see **Approving Units** for exceptions to this policy.
2. **Regular Inspections.** CHA conducts inspections for households in the Tenant-Based Voucher (TBV) program on a biennial basis to confirm that the unit still meets NSPIRE standards. See **Regular Inspections** for more information and policies regarding inspections on Project-Based Voucher (PBV) units.
3. **Special Inspections.** A special inspection may be requested by the owner, the family, or a third party because of problems identified with a unit between annual inspections.
4. **Quality Control Inspections.** HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that NSPIRE standards are being enforced correctly and uniformly by all inspectors.

During any inspection, CHA may take pictures of or video tape the unit and its contents and record any NSPIRE deficiencies or any matter related arising out of the Plan or the administration of the HCV Program. Appropriate action will be taken as a result of violations that are observed.

12.3.1 Inspection of CHA-Owned Units

CHA will obtain the services of an independent entity to perform all NSPIRE inspections in cases where an HCV family is receiving assistance in an CHA-owned unit. The independent agency will communicate the results of each inspection to the family and CHA. See also **Inspecting CHA-Owned Units** in the chapter on Project-Based Vouchers.

12.3.2 Inspection Costs

CHA may not charge the family or owner for unit inspections. In the case of inspections of CHA-owned units, CHA may compensate the independent agency from ongoing administrative fee for inspections performed. CHA and the independent agency may not charge the family any fee or charge for the inspection.

CHA will not charge the owner for the inspection of the unit prior to the initial term of the lease or for a first inspection during assisted occupancy of the unit. CHA may charge a reasonable fee to owners for re-inspections in two situations:

1. When the owner notifies CHA that a repair has been made but the deficiency has not been corrected, and/or
2. When the time for repairs has elapsed and the deficiency has not been corrected.

Fees may not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a re-inspection.

The owner may not pass the cost of a re-inspection fee to the family. Reinspection fees must be added to CHA's administrative fee reserves and may only be used for activities related to the provision of tenant-based assistance.

12.3.3 Remote Video Inspections

As an alternative to some or all onsite inspections, CHA may, but is not required to, perform NSPIRE inspections from a remote location using video streaming technology and a proxy at the inspection site. Since there may be some circumstances in which the application of technology provides insufficient information or evidence to allow CHA to to make appropriate determinations about whether a condition violates NSPIRE standards, Notice PIH 2020-31 requires that if CHA chooses to implement RVIs, CHA should have policies and procedures in place to address such limitations.

12.3.4 Notice and Scheduling

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be at least 28 days whenever possible. Generally, inspections will be conducted on business days only. In the case of a life-threatening emergency, CHA will give as much notice as possible, given the nature of the emergency.

12.3.5 Owner and Family Inspection Attendance

When a family occupies the unit, at the time of the inspection (outside of initial inspection), an adult family member, authorized family representative, or owner must be present for the inspection. If the household opts to have a family representative present, the head of household must provide the inspector at or prior to the inspection a written acknowledgement of who will be attending the inspection and waiving their right to be present.

If entry is not permitted to the unit for the first scheduled regular inspection each year, the participant will receive a final notice. If no entry to the unit is permitted during the second inspection, CHA will consider the family to have violated its obligation to make the unit available or in compliance with NSPIRE and will take action to terminate the voucher. The notice of termination will provide the family the right to an informal hearing as referenced in **Termination Notice**.

At initial inspection of a unit, CHA will inspect the unit, in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

12.3.6 Initial Inspection

Approving Units

Units assisted under the HCV program must be inspected to determine that the units meet NSPIRE standards before CHA approves assisted tenancy.

Under certain conditions, CHA may rely only on initial inspections conducted by the Cambridge Inspectional Services Department for apartments in Cambridge or another municipal Board of Health (BOH) or Inspectional Services Department (ISD) when the apartment is located outside of Cambridge. One or more of the following conditions must apply:

1. The apartment has a rent that is regulated by an outside agency such as MassHousing or City of Cambridge Inclusionary Zoning Restricted units.
2. The owner of the apartment has requested a contract rent that is 10 percent or more below the current HUD-issued Fair Market Rent (FMR).
3. In the opinion of the Director of Leased Housing or their designee, a single inspection is logistically necessary to prevent loss of the opportunity for subsidy holder to rent the apartment.

If the apartment has passed the BOH or ISD inspection, CHA will allow lease and contract execution; however, the apartment must pass a CHA NSPIRE inspection within 30 calendar days from initial lease up and before the release of any assistance payment;

If, through no fault of CHA, the apartment does not pass an NSPIRE inspection within 30 calendar days from the initial lease update, the start date of the lease and contract must be amended to reflect the actual date the apartment passes the NSPIRE inspection and the CHA is not liable for any lost rent during the interim period.

Inspection Results and Re-inspections

If any deficiencies are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by CHA for good cause.

If the time period for correcting the deficiencies (or any CHA-approved extension) has elapsed, or the unit fails at the time of the re-inspection, CHA will notify the owner and the family that the unit has failed inspection and advise the family to search for another unit. CHA may agree to conduct a second re-inspection, for good cause, at the written request from the family or owner.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

Utility service must be available for testing at the time of the initial inspection.

Appliances

If the family is responsible for supplying the stove and/or refrigerator, CHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other NSPIRE requirements. The required appliances must be in place before the HAP contract is executed by CHA. CHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

12.3.7 Regular Inspections

CHA will conduct regular inspections to confirm that the unit still meets NSPIRE standards. Except where allowed under MTW and/or for PBV units, each unit under HAP contract must typically be inspected biennially within 24 months of the last full inspection. CHA reserves the right to require annual inspections of any unit or owner at any time.

Tenant-based voucher units will be inspected biennially; however, as a result of case load balancing, CHA may allow for an additional three months between biennial NSPIRE inspections.

HCV Inspections Protocols

Voucher Type	Re-inspection Frequency
Project-Based Vouchers (PBVs)*	• Annual (10% randomly selected) • If 20% or more of the initially sampled units fail, all contract units in the building will be inspected • If additional failures, Director may: o Reduce rent adjustment factor (one year) for all units in the same property as the failed unit; o No rent increase for all units in the same property as the failed unit; or o Inspect all units annually. • No HAP paid for any unit in failed status for 30 days or longer
Tenant-Based Vouchers	• Biennial • At least once in a 24-month period, or up to a 27-month period if inspection dates are rescheduled to balance inspector caseloads. • No HAP paid for any unit in abated status.

**This inspection protocol also applies to Enhanced Vouchers when located in developments which also include PB* vouchers.

Scheduling the Inspection

An adult household member or authorized family representative (must be present at any scheduled inspection. If an adult cannot be present on the scheduled date, the family should request that CHA reschedule the inspection. CHA and family will agree on a new inspection date that generally should take place within five (5) business days of the originally scheduled date. CHA may schedule an inspection more than five (5) business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, CHA will automatically schedule a second inspection. If the family misses two scheduled inspections without CHA approval, CHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with the chapter on **DENIAL AND TERMINATION OF ASSISTANCE**.

Special Inspections

Special inspections include inspections in response to complaints registered with CHA by families, owners or other sources regarding the unit's condition, quality control inspections, or any other inspection the CHA may deem appropriate to conduct.

If a participant family or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, CHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, CHA must inspect the unit within 15 days of notification.

During a special inspection, CHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional deficiencies that are observed and will require the responsible party to make the necessary repairs. If the annual/biennial inspection has been scheduled or is due within ninety (90) calendar days of the date the special inspection is scheduled, CHA may elect to conduct a full annual/biennial inspection.

12.3.8 Quality Control Inspections

CHA or another qualified person will conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the NSPIRE standards. The selected sample will be from recent inspections and will be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

12.4 INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

12.4.1 Correction Timeframes

Each deficiency is identified in the NPSIRE standards as either life-threatening, severe, moderate, or low.

For units under HAP contract, life-threatening deficiencies must be corrected within 24 hours after notice has been provided. All other non-life-threatening deficiencies (severe and moderate) must be corrected within 30 days (or an CHA-approved extension) after notice has been provided. If low deficiencies are present in a unit, these deficiencies result in a pass and would only be noted by the inspector for informational purposes.

12.4.2 Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies deficiencies, CHA will determine:

- Whether or not the failure is a life-threatening condition, and
- Whether the family or owner is responsible.

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

When failures that are **severe or moderate** are identified: CHA will send the owner and the family a written notification of the inspection results within five (5) business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally, not more than 30 days will be allowed for the correction.

If **low deficiencies** are identified: these deficiencies will only be noted for informational purposes.

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

In the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any CHA-approved extension, if applicable) the family's assistance will be terminated in accordance with CHA policy.

12.4.3 Extensions

Extensions may be granted in cases where CHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

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

The length of the extension will be determined on a case-by-case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

For life-threatening deficiencies, CHA cannot grant an extension to the 24-hour corrective action period.

For conditions that are severe or moderate, CHA may grant an exception to the required time frames for correcting the violation, if CHA determines that an extension is appropriate.

12.4.4 Reinspections

CHA will conduct a reinspection immediately following the end of the corrective period, or any CHA-approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, CHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with CHA policies. If CHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, CHA will consider the family to have violated its obligation to make the unit available for inspection which may result in termination of the family's assistance in accordance CHA policy.

CHA may accept self-certification of repairs from the participant or from a third-party professional (i.e., electrician, plumber) that the work was performed. Photos or other documentation of repairs may be accepted in lieu of a reinspection.

12.5 ENFORCING FAMILY COMPLIANCE

Families are responsible for correcting any deficiencies listed in **Family Responsibilities**. If the family fails to correct a violation within the period allowed by CHA (and any extensions), CHA will terminate the family's assistance in accordance with CHA policy.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

12.6 ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with NSPIRE standards, CHA must take prompt and vigorous action to enforce the owner obligations.

12.6.1 HAP Abatement

If an owner fails to correct deficiencies by the time specified by CHA, CHA must abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension). No retroactive payments will be made to the owner for the

period of time the rent was abated. Owner rents are not abated as a result of deficiencies that are the family's responsibility.

CHA will make all HAP abatements effective the first of the month following the expiration of the CHA-specified correction period (including any extension).

CHA will inspect abated units within a reasonable timeframe of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

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

12.6.2 HAP Contract Termination

The maximum length of time that HAP may be abated is 90 days. However, if the owner completes corrections and notifies CHA before the termination date of the HAP contract, CHA may rescind the termination notice if:

- The family still resides in the unit and wishes to remain in the unit, and
- The unit passes inspection.

Reasonable notice of HAP contract termination by CHA is 30 days.

CHA may assist families required to move due to HQS/NSPIRE failure(s) in accordance with the regulations at 24 CFR 982.404 (e). Assistance may include payments for costs directly associated with the move, including the security deposit, temporary housing, and other reasonable moving costs. Assistance for these costs will not exceed two (2) months of abated HAP payments.

CHAPTER 13: RENT REASONABLENESS

13.1 OVERVIEW

CHA is responsible to ensure that the rents charged by owners are reasonable based upon unassisted comparable units in the rental market. Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until CHA 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.

A *reasonable rent* is a rent that does not exceed the rent charged for comparable, unassisted units in the same market area. Owners may not charge more for assisted units than for comparable units on the premises.

At all times during the initial and continued assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by CHA. By accepting each monthly housing assistance payment, the owner is certifying that the rent to owner is not more than rent collected by the owner for comparable unassisted units in the same property. If requested, the owner must provide CHA with data on rents collected for other units unassisted within the property and/or comparable units in the private unassisted market.

13.2 HOW REASONABLE RENTS ARE DETERMINED

The reasonable rent must be determined by comparison to the rent for other comparable unassisted units. When making this determination, CHA will consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit (including construction type), as well as the amenities, services, maintenance, and utilities to be provided by the owner. Because units may be similar, but not exactly like the unit proposed for HCV assistance, CHA may make adjustments to the range of prices to account for these differences. CHA will determine comparability using reasonable rent software.

When the rent reasonableness for a single-room occupancy (SRO) unit cannot be determined due to insufficient comparable units available in the reasonable rent software, CHA will use 0.75 times the reasonable rent for a comparable studio unit to determine the reasonable rent of an SRO unit.

CHA will notify the owner of the rent that CHA will approve based upon its analysis of rents for comparable units.

13.2.1 CHA-Owned Units

In cases where an HCV family is receiving assistance in a CHA-owned unit, CHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. The independent agency must communicate the results of the rent

reasonableness determination to the family and CHA. The independent agency must be approved by HUD and may be the unit of general local government for CHA's jurisdiction.

13.2.2 Units that Must Not Be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs:

1. Section 8 project-based assistance,
2. Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects,
3. HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized;
4. Units subsidized through federal, state, or local tax credits;
5. Units subsidized by the Department of Agriculture rural housing programs; and
6. Units that are rent-controlled by local ordinance.

13.3 WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

CHA will determine rent reasonableness:

1. At initial move-in;
2. Before any increase in rent;
3. Before the contract anniversary date (for project-based properties);
4. At any other time at the discretion of CHA.

In addition to the instances described above, CHA will make a determination of rent reasonableness at any time after the initial occupancy period if:

- CHA determines that the initial rent reasonableness determination was in error, or
- CHA determines that any information provided by the owner about the unit or other units on the same premises was incorrect.

> ***MTW Policy***
>
> **Applicable to:** All MTW households
>
> **Description:** CHA will not automatically redetermine rent reasonableness based on a decrease in the published FMR.

13.3.1 Owner-Initiated Rent Determinations

CHA or its agent will make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. CHA or its agent will assist the family with the negotiations upon request. At initial occupancy, CHA or its agent will determine whether the proposed rent is reasonable before the lease is signed. The owner must not change the rent during the initial lease term.

Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family and with CHA's policies as outlined in **REQUESTS FOR RENT INCREASE**. Any rent changes are subject to CHA's (or its agent's) determining them to be reasonable.

Rent increases will not be approved unless any failed items identified by the most recent inspection have been corrected.

For rent increase requests after initial lease-up, CHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than four units. In evaluating the proposed rents in comparison to other units on the premises, CHA will consider unit size and length of tenancy in the other units.

13.3.2 LIHTC- and HOME-Assisted Units

For units in the low-income housing tax credit (LIHTC) program or units assisted under HUD's HOME Investment Partnerships (HOME) Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.

For the LIHTC program, if the rent requested by the owner does exceed the LIHTC rents for non-voucher families, CHA will perform a rent comparability study in accordance with program regulations. In such cases, the rent shall not exceed the lesser of:

1. The reasonable rent as determined from the rent comparability study; or
2. The payment standard established by CHA for the unit size involved.

CHAPTER 14: LEASING AND HAP CONTRACTS

14.1 OVERVIEW

Once the participant has located or has been selected for a unit, there are specific documentation and steps required to successfully lease the unit and initiate subsidy payments to the owner. The actual documentation and steps necessary will be determined by the physical location of the prospective apartment. If the unit is located in an area where CHA has opted not to operate or is outside of CHA's jurisdiction, CHA will port the family out to another housing authority (see **PORTABILITY**).

In order for CHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, CHA will determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit;
- The unit must be inspected by CHA and meet **INSPECTIONS** standards;
- The unit must be suitable for the family size, meeting CHA's **SUBSIDY STANDARDS**;
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum;
- The rent to be charged by the owner for the unit must be reasonable; and
- The owner must be an eligible owner, approvable by CHA, with no conflicts of interest.

14.2 TENANT SCREENING

The owner is responsible for screening prospective tenants. CHA will not incur liability nor will it have any responsibility for a household's behavior or suitability for tenancy. However, if requested, CHA will provide prospective owners with contact information for the current and prior landlord of the participant. CHA will follow state law requiring disclosure and a signed release by any participant or applicant prior to release of any private data.

CHA may not disclose to the owner any confidential information provided by the family in response to a CHA request for documentation of domestic violence, dating violence, sexual assault, or stalking except with the written consent of the individual providing the documentation.

14.3 REQUESTING TENANCY APPROVAL

For the tenant-based voucher program, participating households must have a valid tenant-based voucher in their possession or be eligible to receive an updated tenant-based voucher in order to submit a Request for Tenancy Approval (RFTA).

A *valid tenant-based voucher* means:

1. A paper or digital voucher, signed by a designated CHA employee within the past 120 days; or
2. A voucher that was extended beyond 120 days through the extension process or as a reasonable accommodation.

A current household is considered eligible to receive an updated tenant-based voucher if the household has resided in their current subsidized apartment for more than one year, except in cases where moving as a result of:

1. A reasonable accommodation with owner approval for breaking the lease,
2. A VAWA- or other emergency-related move,
3. For verified educational, training, or employment opportunities with landlord/owner approval, or
4. The move is for another reason at the sole discretion of the Director of Leased Housing or their designee. In this case, a household is not entitled to appeal the decision.

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the CHA to approve the assisted tenancy in the selected unit.

14.3.1 Required Documents

The owner and the family must submit to CHA a completed Request for Tenancy Approval (RFTA) – Form HUD-52517.

The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for CHA to determine whether to approve the assisted tenancy in this unit.

Along with the completed RFTA, prospective owners must provide:

1. An IRS W-9 form complete with the property owner's Social Security number or Tax ID;
2. A completed Certificate of Lead Paint Notification;
3. Proof of property ownership; this may include a deed or proof of insurance for the property; and
4. Completed direct deposit form and voided check or deposit slip.

14.3.2 Other Requirements

Owners must certify on the RFTA form that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless CHA has granted a request for

reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, owners must either:

1. Certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
2. Attach a lead-based paint disclosure statement.

If a child six years of age or younger is part of the proposed household, the owner must supply a Letter of Compliance (LOC) with respect to lead paint.

14.3.3 Review of Documentation

The RFTA and all required documents must be submitted no later than the expiration date stated on the voucher. The RFTA must be signed by both the family and the owner. Only one RFTA will be accepted at a time on behalf of any one participant.

When the family submits the RFTA, CHA will review the RFTA for completeness:

- If the RFTA is incomplete (including lack of signature by family, owner, or both) CHA will not accept the RFTA.
- Missing information and/or missing documents will only be accepted as hard copies, email, uploads to CHA, or by fax. CHA will not accept missing information over the phone.
- Corrections or changes (for any reason, including but not limited to negotiation with CHA) to the terms of the RFTA will only be accepted as hard copies, email, uploads to CHA, or by fax. CHA will not accept corrections by phone.

Once accepted by CHA, an RFTA can only be voided by either the participant or owner in writing.

The prospective apartment must meet **INSPECTIONS** standards and the rent must be deemed reasonable as noted in **RENT REASONABLENESS.**

14.4 OWNER PARTICIPATION

14.4.1 Owner Outreach

Efforts to develop the interest and participation of property owners are an on-going function of CHA's Leased Housing Department. CHA will maintain contacts with agencies, both City and otherwise, that are in a position to inform property owners of the advantages of participating in the HCV program. CHA will make particular efforts to reach property owners whose properties are in neighborhoods outside of heavy HCV concentration. CHA will monitor its success in securing the participation of owners in these neighborhoods by tracking the geographical distribution of leased units.

14.4.2 Restrictions on Owner Participation

CHA does not formally approve an owner to participate in the HCV program. However, CHA may refuse to accept a RFTA for any apartment owned by an owner that has:

1. Violated any obligations under a HAP contract;
2. Committed fraud, bribery, or other corrupt or criminal act in connection with a federal housing program;
3. Engaged in any drug-related criminal activity or any violent criminal activity;
4. A history or practice of non-compliance with the inspection/State Sanitary Code issues for units leased under the voucher program;
5. Not reimbursed CHA for monies owed;
6. A history of failing to terminate the tenancy of tenants assisted under the voucher program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    a. Threatens the peaceful enjoyment of the premises by other residents;
    b. Threatens the health or safety of other residents, of employees of CHA, or of owner employees or other persons engaged in the management of the housing; Threatens the health or safety of, or the right to peaceful enjoyment of their
    c. residences, by persons residing in the immediate vicinity of the premises; or
    d. Is engaged in drug-related criminal activity or violent criminal activity.
7. Has a history or practice of renting units that fail to meet state or local housing codes; or
8. Has not paid state or local real estate taxes, fines, or assessments.

14.5 UNIT ELIGIBILITY

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in CHA's jurisdiction. This includes the dwelling unit they are currently occupying.

CHA may **not** assist a unit under the voucher program if the unit is:

- A public housing or Indian housing unit;
- Receiving project-based assistance under Section 8 of the 1937 Act (42 U.S.C. 1437f);
- In a nursing home, board and care home, or facility providing continual psychiatric, medical, or nursing services;
- In a college or other school dormitory;

- On the grounds of penal, reformatory, medical, mental, and similar public or private institution; and/or
- Is occupied by its owner or by a person with any interest in the unit.

14.5.1 CHA-Owned Units

Otherwise eligible units that are owned or substantially controlled by CHA may also be leased in the voucher program. In order for a CHA-owned unit to be leased under the voucher program, the unit must not be ineligible housing and CHA will inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select a CHA-owned unit without any pressure or steering by CHA.

14.5.2 Special Housing Types

HUD regulations permit, but do not generally require, CHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option.

The regulations do require CHA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

14.5.3 Duplicative Assistance

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;

- Section 811 supportive housing for persons with disabilities;
- Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, *housing subsidy* does not include the housing component of a welfare payment, a Social Security payment received by the family, or a rent reduction because of a tax credit.

14.5.4 NSPIRE Standards

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) and/or equivalent state or local standards approved by HUD. See **INSPECTIONS** for a full discussion of the NSPIRE standards, as well as the process for inspections at initial lease-up.

14.5.5 Unit Size

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable NSPIRE space requirements. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See **SUBSIDY STANDARDS** for a full discussion of subsidy standards.

14.5.6 Rent Reasonableness

In order to be eligible, the dwelling unit must have a reasonable rent. 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. See **RENT REASONABLENESS** for a full discussion of rent reasonableness and the rent reasonableness determination process.

14.6 MAXIMUM INITIAL RENT BURDEN

See **MAXIMUM INITIAL RENT BURDEN**.

14.7 LEASE AND TENANCY ADDENDUM

The family and the owner must execute a written dwelling lease for the assisted unit. A copy of the executed document must be supplied to CHA prior to the issuance of any subsidy payments. This written lease is a contract between the tenant family and the owner; CHA is not a party to this contract. The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

After the initial year, CHA does not require written lease copies. However, the executed lease must be the same one provided with the RFTA and approved for use by CHA.

14.7.1 Lease Form and Tenancy Addendum

Any lease used by the owner must either include all provisions found in HUD's Tenancy Addendum or must clearly reference and incorporate HUD's Tenancy Addendum and a copy of the addendum must be attached to the lease. Because the Tenancy Addendum is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease for the assisted tenants is in such standard form.

CHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

14.7.2 Lease Information

The assisted dwelling lease must contain all of the required information as listed below:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, and any other information needed to identify the contract unit);
- The term of the lease (initial term and any provisions for renewal);
- The amount of the monthly rent to owner; and
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

14.7.3 Term of Assisted Tenancy

Owners must agree to an initial lease term of at least one year. During this initial lease term, CHA will not issue the household another subsidy to move unless the household meets one of the eligibility criteria for a new voucher as described under **REQUESTING TENANCY APPROVAL**.

Any provisions for renewal of the dwelling lease will be stated in the dwelling lease. There are no HUD requirements regarding any renewal extension terms, except that they must be stated in the dwelling lease if they exist.

14.7.4 CHA Review of Lease

CHA may review the owner's lease for compliance with state/local law and is permitted to decline to approve the tenancy if CHA determines that the lease does not comply with state or local law.

If CHA fails to approve the owner's lease because of format or content, the owner may request that CHA review a different lease.

14.7.5 Security Deposits

Owners may charge and accept a full month's security deposit, last month's rent, and other fees, provided that these charges and fees are charged uniformly among all of their residents and in accordance with state law.

See **MTW LANDLORD INCENTIVES** for more information about Security Deposit incentives.

14.7.6 Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner as approved by CHA minus CHA's housing assistance payments to the owner.

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

CHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator), and other items that are not included in the lease.

Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances, or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances, or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance, or service, may be included in a separate non-lease agreement between the owner and the family.

The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

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

14.8 TENANCY APPROVAL

After receiving the family's RFTA, CHA will promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, CHA will ensure that all required actions and determinations discussed in this chapter have been completed.

If CHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified and given the opportunity to address any reasons for disapproval. CHA will instruct the owner and family of the steps that are necessary to obtain approval of the tenancy.

- Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.
- If the tenancy is not approvable due to rent affordability or rent reasonableness, CHA will attempt to negotiate the rent with the owner.
- If a new, approvable rent is negotiated, the tenancy will be approved upon receipt of the rent reduction agreement. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

14.9 LEASE CHANGES

If the participant and the owner agree to any changes in the lease related to contract rent, utility responsibilities, or approved members of the lease, they must be approved by CHA, in writing, and the owner must immediately give CHA a signed copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, CHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, the execution of a new lease and HAP contract are required. These circumstances include:

- Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- Changes in lease provisions governing the term of the lease; and
- The family moves to a new unit, even if the unit is in the same building or complex.

In these cases, if the HCV assistance is to continue, the family must submit a new RFTA along with a new dwelling lease containing the proposed changes. A new tenancy must then be approved in accordance with the requirements in this chapter.

14.10 REQUESTS FOR RENT INCREASE

Initial rents remain in effect for a one-year period. Owner requests for rent increases will be accepted for consideration after the initial one-year lease term and once in any 12-month period thereafter. CHA may impose rent freezes or caps on rent increases from time to time to maintain financial budgetary requirements and to respond to the changing market of rents and affordability.

Owners must submit rent change requests in writing to CHA at least 60 days (tenant-based vouchers) or at least 90 days (project-based vouchers) prior to the first of the effective month of the requested change.

14.10.1 Criteria for Approval of Rent Increases

In reviewing the request for rent increase, CHA will use the current payment standard in effect at the time of the interim processed for the increase to calculate the tenant rent share. See **APPLYING PAYMENT STANDARDS.**

Generally, CHA will use the following criteria to determine the outcome of the rent increase request:

- Completion of the required Rent Increase Request Form;
- Timely submission of the request: not more than 120 days or less than 90 days (project-based)/60 days (tenant-based) prior to the requested first of the effective month of the change;
- The unit must not currently be in failed or abated status;
- Requested rent must be reasonable (see **RENT REASONABLENESS**); and
- Owner compliance with program requirements.

For tenant-based families, CHA will obtain the participant's agreement to the contract rent increase only in cases where the family's share of rent will increase.

If the requested rent is not approvable after application of the reasonable rent test and/or tenant affordability test, the following options apply:

- CHA will attempt to negotiate a lower, approvable rent with the landlord;
- If an approvable rent is not negotiated between the landlord and CHA and accepted by the household the household may remain in the unit unless and until the landlord obtains a court order for possession.

Contract Rent Change and Rent Burden

If the change in contract rent results in any increase to the family's share of rent, CHA will send the family a rent affordability inquiry prior to approving the rent increase. The family must respond within 10 business days to indicate whether or not they can afford the increase, and wish to remain in the unit. If the family responds and cannot afford the rent increase, the family may contact CHA to request a move.

14.10.2 Timing of Rent Changes

Upon completion of the processing of any request for a change in contract rent, CHA will notify the family and owner of the outcome of such request. Where the request is approved, CHA will notify the family and owner of the new HAP, Family Rent to Owner, and Total Contract Rent.

If the change in contract rent results in an increase in the Family Rent to Owner, CHA will provide 30 days written notice to the household of the new rent. If the approved rent increase to the owner results in a family share where the tenant pays more than 40 percent of adjusted monthly income toward rent, the family may request a voucher to move and follow applicable policies on notice to vacate.

14.11 HAP CONTRACTS AND PAYMENTS

The HAP contract is a written agreement between CHA and the owner of the dwelling unit occupied by an HCV-assisted family. The contract spells out the owner's responsibilities under the program, as well as CHA's obligations. Under the HAP contract, CHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit, and the owner agrees to comply with all program requirements as stated in the HAP contract.

If CHA has given approval for the family of the assisted tenancy, the owner and CHA execute the HAP contract.

14.11.1 HAP Contract Payments

During the term of the HAP contract, and subject to the provisions of the HAP contract, CHA will make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP is determined according to the policies described in the chapter on **CALCULATING FAMILY SHARE AND SUBSIDY**, and is subject to change during the term of the HAP contract. CHA will notify the owner and the family in writing of any changes in the HAP payment.

HAP payments can be made only during the lease term, and only while the family is residing in the unit.

The monthly HAP payment by CHA is credited toward the monthly rent to owner under the family's lease. The total of the rent paid by the tenant, plus the HAP payment, should be equal to the rent specified in the lease (the rent to owner).

The family is not responsible for payment of the HAP payment, and CHA is not responsible for payment of the family share of rent.

The family share of the rent cannot be more than the difference between the total rent to the owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

If the owner receives any excess HAP from CHA, the excess amount must be returned immediately. If CHA determines that the owner is not entitled to all or a portion of the HAP, CHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other HCV contract.

Requests to reconcile payment discrepancies between CHA and owners/management companies must be made during the calendar year in which they occurred. This does not include overpayments to owners which will be recovered by CHA based on HUD regulations that are cited in the HAP Contract.

14.11.2 HAP Contract Execution

Owners must sign the HAP contract within 60 calendar days of the date of the beginning of the lease term. The date on the HAP contract does not necessarily reflect the date that the participant took possession. No housing assistance payment will be made until CHA receives the executed HAP contract.

The owner and CHA will execute the HAP contract. Owners must supply CHA with all necessary information to allow CHA to make electronic HAP payments on a monthly basis unless alternative arrangements have been approved at the sole discretion of the Director of Leased Housing or their designee. CHA will not execute the HAP contract until the owner has submitted any and all documentation requested by the CHA. CHA will ensure that the owner receives a copy of the executed HAP contract.

14.11.3 Owner Certification of Compliance

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract.

By accepting the monthly payment from CHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that:

1. The owner is maintaining the unit and premises in accordance with inspection requirements;
2. The contract unit is leased to the tenant family, and to the best of the owner's knowledge, the family resides in the unit as the family's only residence;
3. The rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and
4. The owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

14.11.4 Termination of HAP Payments

CHA will continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not

violated. The HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease, except as provided below.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, CHA will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. CHA will continue such payments until the family moves from, or is evicted from the unit, whichever is earlier. The owner must inform CHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide CHA with a copy of such judgment or determination. The owner must inform CHA of the date when the family actually moves from the unit or the family is physically evicted from the unit.

14.11.5 Breach of HAP Contract

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with NSPIRE;
- If the owner has violated any obligation under any other HAP contract under Section 8 of the 1937 Act (42 USC 1437f).
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- 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 program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan;
- If the owner has engaged in drug-related criminal activity; or
- If the owner has committed any violent criminal activity.

If CHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

CHA rights and remedies against the owner under the HAP contract include:

- Recovery of any HAP overpayment;
- Suspension of housing assistance payments;
- Abatement or reduction of the housing assistance payment; or
- Termination of the payment or termination the HAP contract.

CHA may also obtain additional relief by judicial order or action.

CHA will notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. CHA will provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

Before CHA invokes a remedy against an owner, CHA will evaluate all information and documents available to determine if the contract has been breached. If relevant, CHA will conduct an audit of the owner's records pertaining to the tenancy or unit.

If it is determined that the owner has breached the contract, CHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner's record of compliance and the number and seriousness of any prior HAP contract violations.

14.11.6 HAP Contract Term and Terminations

The term of the HAP contract runs concurrently with the term of the dwelling lease, beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The HAP contract and the housing assistance payments made under the HAP contract terminate if:

- The owner or the family terminates the lease;
- The lease expires;
- CHA terminates the HAP contract;
- CHA terminates assistance for the family;
- The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit;
- 180 calendar days have elapsed since CHA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by CHA; or
- The Annual Contributions Contract (ACC) between CHA and HUD expires.

CHA may elect to terminate the HAP contract in each of the following situations:

- Available program funding is not sufficient to support continued assistance for families in the program;
- The unit does not meet NSPIRE size requirements due to change in family composition;
- The unit does not meet NSPIRE;
- The family breaks up;
- The owner breaches the HAP contract;

- The owner's rental unit is foreclosed; or
- If a unit has gone through the foreclosure process and the new owner will occupy the unit as a primary residence, the new owner has provided the tenant with a notice to vacate at least 90 days before the effective date of such notice.

If CHA terminates the HAP contract, CHA will give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract.

In all cases, the HAP contract terminates at the end of the calendar month that follows the calendar month in which CHA gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return to CHA any housing assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required.

When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy.

14.11.7 Change in Ownership/Assignment of the HAP Contract

The HAP contract cannot be assigned to a new owner without the prior written consent of CHA.

Assignment of the HAP contract will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in this chapter.

CHA will receive a signed, written request from the existing owner stating the name and address of the new HAP payee and the effective date of the assignment in order to change the HAP payee under an outstanding HAP contract.

In the case where a change in ownership of an assisted unit has occurred because of foreclosure, CHA will make payments to the successor in interest in compliance with the Protecting Tenants at Foreclosure Act of 2009.

The new owner must provide a written certification to CHA that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;
- A copy of the new owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the Social Security number of the new owner;
- The effective date of the HAP contract assignment;
- A certification that the new owner is not a prohibited relative; and

- A written agreement to comply with the terms of the HAP contract.

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, CHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, CHA will process the leasing of the unit.

14.12 MTW LANDLORD INCENTIVES

Participants often have trouble paying the last month's rent and security deposit and for this reason, using its MTW authority, CHA has created various options to incentivize or encourage owners to reduce or waive these amounts:

1. **Vacancy Payment (last month's rent waived):** If the owner agrees in writing to waive the requirement of a last month's rent, the owner may access a vacancy payment of 80 percent of the contract rent at the end of participant's residency if that participant vacates without notice.
    a. The last month's rent must be waived in writing and must be done at the commencement of the lease.
    b. This policy is regardless of unit status at the participant's departure (i.e., rented/vacant).
    c. Leaving without notice includes cases where the participant has passed away but does not include cases where the owner has moved to terminate the participant's tenancy.
2. **Vacancy Payment (lease to another CHA tenant):** If the owner requires last month's rent from the participant, the owner may still access a vacancy payment of 80 percent of the contract rent at the end of participant's residency—regardless of whether the participant vacates without notice—as long as the owner accepts another CHA voucher participant. Payment is made once the new voucher participant has been leased in the apartment. If the new participant is leased within the following month, the vacancy payment is prorated.
3. **Damage Payments (waive or accept reduced Security Deposit):** If the owner agrees in writing to accept a reduced security deposit of not more than an amount equal to the higher of one month's tenant portion of the rent or $200, the owner will have access to an amount up to the balance of the full contract rent amount that could have been collected. These funds will be paid through CHA as restitution for confirmed tenant damages (beyond normal wear and tear) that are in excess of the security deposit actually held.

    The following conditions must be met:

- The agreement must be in writing, state the move-in condition of the unit, be signed by both the owner and the head of household, and be provided to CHA at the commencement of the lease.
- The owner must handle the reduced security deposit in accordance with Massachusetts law.
- The owner must notify CHA in writing as soon as it is determined that there are damages beyond wear and tear and where the cost to repair would exceed the amount actually held.
- After receiving written notification, CHA will inspect and document the alleged damage within five business days.
- If CHA agrees, the owner will be instructed to itemize the damage and cost to repair. This document must be forwarded to the household within 30 calendar days of vacating the apartment and a copy sent to CHA. The document must provide the household with 15 business days to refute the charges in writing.
- If the household fails to respond, CHA will make restitution to the owner.
- If the household refutes the claim in writing, the matter will be referred to the Director of Leased Housing or their designee for review to make a determination with respect to restitution. The Director's decision to pay or not to pay is final.

If CHA makes a damage payment on behalf of an active household, CHA will move to terminate participation as described in **TERMINATION OF ASSISTANCE** and/or require the family to repay CHA for the damage payment.

4. **Leasing Incentive Payment**: CHA may provide a one-time leasing incentive payment per unit to:
    a. Landlords who have fewer than five units currently rented to CHA families; or
    b. Landlords who have not leased a unit to a CHA HCV family in the last three years (including landlords who have never leased a unit to a CHA family).
    c. This incentive is available only for units in Cambridge. This incentive is not available for new inclusionary zoning units and those owned by non-profits that are already rent restricted.
    d. The payment is capped at the lower of the approved contract rent of the unit or the applicable payment standard for the unit.

CHAPTER 15: MOVING WITH CONTINUED ASSISTANCE

15.1 OVERVIEW

Freedom of housing choice is a hallmark of the HCV program. This chapter sets forth HUD regulations and CHA policies governing moves within CHA's jurisdiction.

15.2 ALLOWABLE MOVES IN THE TENANT-BASED PROGRAM

CHA will allow families to move under the following circumstances:

- **Family Termination:** The family has a right to terminate the lease on notice to the owner after the initial one-year period. The family must give the owner a notice of termination in accordance with the lease; at a minimum, the household must provide notice 30 calendar days prior to the end of the lease to CHA. Under no circumstances may a lease require more than 60 days' notice. If the family terminates the lease on notice to the owner, the family must give CHA a copy of the notice at the same time. CHA will verify that the family is in good standing (i.e., the family must meet the **REQUIREMENTS FOR CONTINUED OCCUPANCY**).
- **Family and Owner Mutual Termination:** The owner and participating household may mutually agree to break the lease. In these cases, CHA can provide a form for the parties to fill out or the parties may create their own agreement that specifies the date of release and is signed by both parties.
- **Owner Notice to Vacate:** Upon or after owner action to remove household:
    - At any time after the owner has provided a written notice to vacate;
    - Has commenced an action to evict the household; or
    - Has obtained a court judgment allowing the owner to evict the household, so long as the owner's action was not the result of an action or inaction of the household in violation of the lease.

  Once the owner has initiated the process, the household has no obligation to provide further notice to the owner. Participating households must supply a copy of the notice to CHA.
- **CHA Termination, Owner Breach:** CHA may terminate the HAP contract for the family's unit for the owner's breach based on uncorrected NSPIRE violations not caused by the participant household in accordance with **INSPECTIONS**. CHA may also terminate the HAP Contract due to other owner breaches of the HAP contract.
- **Move Due to Unit Size:** CHA determines that the family's current unit does not meet the NSPIRE space standards because of an increase in family size or a change in family composition. In such cases, CHA will issue the family a new voucher, and the family will try to find an acceptable unit as soon as possible. If an acceptable unit is available for the

family, CHA will terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and will notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which CHA gives notice to the owner.

- **Move Due to VAWA:** A household may move to a new unit as the result of actions covered under VAWA. See CHA's VAWA policy.

15.3 RESTRICTIONS ON MOVES

CHA restricts or denies moves under the circumstances outlined below. CHA will consider exceptions to these policies for reasons including but not limited to:

- Protecting the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs);
- Addressing an emergency situation over which a family has no control (i.e., foreclosure of the rental unit);
- Providing a reasonable accommodation for a family member with a disability.

15.3.1 Moves within the Initial Lease Term

CHA may deny permission to move if the requested move is within the initial term of the lease.

15.3.2 Moves within Any 12-Month Period

CHA will restrict the number of moves by a participant to once per year for moves within its jurisdiction. CHA may deny permission to move if the household has had a prior move within the past 12-month period, or was issued a voucher for a move and it expired without moving in the past 12-month period.

15.3.3 Household Noncompliance

CHA may deny a family permission to move if:

- The household currently owes money to CHA or another housing authority (not including active agreements for repayment);
- The household is not current with any agreement for repayment with CHA or another housing authority;
- The household has violated any of its obligations under the HCV program (including owing rent and/or not being current with any family-paid utilities); and/or
- It has any other grounds for denying or terminating the family's assistance.

15.3.4 Zero Income

CHA may deny a family permission to move if the household claims zero income and cannot demonstrate adequate financial resources to afford the move and related expenses.

15.3.5 Insufficient Funding

CHA may deny a family permission to move either within or outside its jurisdiction if CHA does not have sufficient funding for continued assistance. CHA will follow regulatory requirements related to restrictions on moves due to insufficient funding. CHA will inform the family of its policy regarding moves denied due to insufficient funding in a letter to the family at the time the move is denied.

CHA may deny a request to move due to insufficient funding if all of the following applies:

1. The move is to a higher cost unit (for moves within CHA's jurisdiction).
2. The receiving PHA is not absorbing the voucher (applicable only to portability moves).
3. CHA would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation for housing assistance payments.

If CHA approves a family's request to move and then subsequently experiences a funding shortfall, CHA may only rescind the voucher if the family would be allowed to remain in its current unit. If the family cannot remain in the unit (e.g., family has already vacated the unit or family has already notified the owner of their intent to vacate and the owner has re-let the unit to another family) CHA will not rescind the voucher. The family must be allowed to lease a new unit.

CHA will not deny a move for families moving within CHA's jurisdiction (even if the new unit is a higher cost unit) if the family must move from their current unit (e.g., the unit failed NSPIRE, the owner failed to renew the lease).

CHA will create a list of families whose moves have been denied due to insufficient funding. CHA will keep the family's request open indefinitely, and when funds become available, the families on this list will take precedence over families on the waiting list. CHA will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list.

15.4 DETERMINING ELIGIBILITY TO MOVE

Prior to any move (with the exceptions noted above), the participant household must have a valid voucher in their possession or be eligible to receive an updated voucher to move to another unit.

- A valid voucher means:
    - A hard copy or digital version of a voucher, signed by a designated CHA employee and issued within the past 120 days; or
    - A voucher that was issued initially for up to 120 days and has been extended through the suspension process or as a reasonable accommodation.

- A household is considered eligible to receive an updated voucher if:
    - The household has resided in their current subsidized apartment for more than one year (unless they meet an exception as described in **Term of Assisted Tenancy**); and
    - The household is eligible for continued participation in accordance with **REQUIREMENTS FOR CONTINUED OCCUPANCY**; and
    - The household has:
        - Provided one calendar month notice in writing with a copy to CHA; or
        - Obtained a release from the owner; or
        - Received a notice from the landlord to vacate, but not related to any action of the household that violates the **REQUIREMENTS FOR CONTINUED OCCUPANCY**.
        - Participating households that are issued a new voucher for a move do not undergo another briefing session but it is the responsibility of the Leasing Officer to summarize for the household any changes to the voucher program that may have occurred since the household last leased up.

The responsibility to provide adequate notice or obtain a written release from the landlord belongs to the participant household. It is the participant's responsibility to provide CHA proof of notice to the landlord or a copy of a release at the time that the household submits a Request for Tenancy Approval.

Once a voucher is issued, the voucher is subject to all of the rules regarding term, extensions, suspension, and expiration. As in the case of HAP terminations for owner-caused NSPIRE violations (see **INSPECTIONS**), the participant search period for a new unit will not commence until 60 days post termination of HAP in the current unit.

The owner or the head of household may terminate the lease at any time in accordance with the lease terms.

15.5 MOVING PROCESS

15.5.1 Notification

If a family wishes to move to a new unit, the family must notify CHA and the owner before moving out of the old unit or terminating the lease on notice to the owner.

See **PORT-OUTS** for households wishing to move outside CHA's jurisdiction.

15.5.2 Approval

Upon receipt of a family's notification that it wishes to move, CHA will determine whether the move is approvable in accordance with the regulations and policies set forth in this Plan.

15.5.3 Reexamination of Family Income and Composition

For families approved to move to a new unit within CHA's jurisdiction, CHA will perform a new regular recertification and establish an anniversary date consistent with the new lease effective date. However, if the last regular examination effective date was within 120 days from the date of the request to move, CHA may opt not to reverify the household's income or expenses. See requirements under **Scheduling and Notification of Regular Recertifications**.

15.5.4 Voucher Issuance

For families approved to move to a new unit within CHA's jurisdiction, CHA will issue a new voucher timely. Families are not required to attend a briefing, but the Leasing Officer must inform the family of any updates to the voucher program.

15.6 FAMILY OPTS NOT TO MOVE

If the participant elects not to vacate their current unit, the participant must provide to CHA a written agreement signed by both owner and tenant to reinstate the lease and HAP contract. The written agreement to reinstate the tenancy must be submitted to CHA prior to the expiration date of the voucher.

15.7 HOUSING ASSISTANCE PAYMENTS

When a family moves out of an assisted unit, CHA may not make any housing assistance payment to the owner for any period after the month the household moves out.

While participants are encouraged to end former leases and start new leases on consecutive days, overlapping assistance payments are permissible if necessary and at the discretion of the Director of Leased Housing or their designee.

15.8 VACANCY AND DAMAGE PAYMENTS

See **MTW LANDLORD INCENTIVES** for information on vacancy and/or damage payments that may be available to owners in certain circumstances.

CHAPTER 16: PORTABILITY

16.1 OVERVIEW

Within the limitations of applicable requirements included in this plan, a tenant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a public housing authority (PHA) administering a tenant-based voucher program.

The term *portability* refers to the process of leasing a dwelling unit with tenant-based voucher assistance outside of the jurisdiction of the PHA that initially issues the family its voucher (the initial PHA). Program regulations covering where a family may move and the responsibilities of the initial PHA and the receiving PHA (the PHA with jurisdiction over the area to which the family moves) are found federal regulations at 24 CFR 982.353 through 982.355.

- Where port-outs are concerned, CHA is the initial PHA.
- Where port-ins are concerned, CHA is the receiving PHA.

The receiving PHA has two options:

- Administering the family's voucher for the initial PHA. Under this option, the receiving PHA bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher; or
- Absorbing the family into its own program. Under this option, the receiving PHA pays for the family's assistance out of its own program funds, and the initial PHA has no further relationship with the family.

16.1.1 CHA Portability Jurisdiction

PHAs in Massachusetts have state-wide jurisdiction and are legally authorized to administer housing choice vouchers anywhere in the state. However, for the purposes of Portability, please see additional policies and limits on CHA's jurisdiction below.

MTW Policy

Applicable to: All MTW households

Description: Under MTW, CHA limits its jurisdiction to the City of Cambridge for the purposes of households wishing to use their voucher to port-in to CHA.

Households may utilize their vouchers outside of Cambridge if they have been issued off of CHA's waiting list in accordance with CHA's policies and/or, for port-in households, after they have been leased in their unit in the City of Cambridge for at least one year.

Households wishing to port their voucher into Massachusetts and who locate a unit in a neighboring City or Town outside of Cambridge may exercise portability to the PHA located in that City or Town. If CHA has issued a voucher to a porting household and they locate a unit outside of Cambridge then CHA will facilitate the transfer of the household's paperwork and voucher to the PHA that is present in that City or Town. If no PHA is present in that City or Town then CHA will facilitate the transfer of the household's paperwork and voucher to the Regional Administering Agency (RAA) serving that area.

16.2 PORT-OUTS

A *port-out* is when a current CHA voucher holder wants to move outside of CHA's area of operation.

16.2.1 Port-Outs and MTW

A family that elects to move outside CHA's area of operation will no longer be subject to CHA's MTW policies.

16.2.2 Receiving PHA Role

If a family has a right to lease a unit in the receiving PHA's jurisdiction under portability, the receiving PHA must provide assistance for the family. However, for current CHA voucher holders, CHA may extend its area of operation to other cities/towns when another PHA in that area refuses to administer.

The receiving PHA's procedures and preferences for selection among eligible applicants do not apply, and the receiving PHA's waiting list is not used. However, the family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA and the amount of the family's housing assistance payment is determined in the same manner as for other families in the receiving PHA's voucher program.

16.2.3 Applicant Families

If neither the household head nor spouse of an assisted family already had a *domicile* (legal residence) in CHA's jurisdiction at the time when the family first submitted an application for participation in the program to CHA the family does not have any right to portability during the 12 month period following admission to the program. However, CHA will make exceptions for moves related to VAWA and/or reasonable accommodations.

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area. The family must specify the area to which the family wishes to move. See also **Initial Contact with the Receiving PHA**.

Income Eligibility for Applicants Approved to Port-Out at Admission

If the family has been approved to port-out upon initial voucher issuance (due to VAWA or approved reasonable accommodation), CHA will determine whether the applicant family is

income eligible in the area to which the family wishes to move. If the applicant family is not income eligible in that area, CHA will inform the family that it may not move there and receive voucher assistance.

In determining whether or not to deny an applicant family permission to move under portability because CHA lacks sufficient funding or has grounds for denying assistance to the family, CHA will follow the policies established in **RESTRICTIONS ON MOVES**.

16.2.4 Participant Families

CHA will not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease. A family, however, is exempt from this prohibition if the family is otherwise in compliance with program obligations, but has moved to protect the health or safety of an individual in the family who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit. See CHA's VAWA policy.

CHA will determine whether a participant family may move out of its jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in **ALLOWABLE MOVES IN THE TENANT-BASED PROGRAM**. See also **Initial Contact with the Receiving PHA**.

Income Eligibility

CHA will not re-determine income eligibility when a participant family ports out of its jurisdiction.

16.2.5 Reexamination of Household Income and Composition at Port-Out

A new reexamination of family income and composition is not required for a participant family who is approved to move out of CHA's jurisdiction under portability. However, for a participant family approved to move out of CHA's jurisdiction under portability, CHA generally will conduct a reexamination of family income and composition if the family's regular reexamination must be completed on or before the initial billing deadline specified on form HUD-52665, Family Portability Information.

CHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

16.2.6 Briefing

No formal briefing will be required for a tenant family wishing to move outside of CHA's jurisdiction under portability. However, CHA will provide the family with the same oral explanation of portability that it provides to applicant households selected for admission to the program.

CHA will provide the name, address, and phone of the contact for the PHA(s) in the jurisdiction to which they wish to move. If there is more than one PHA with jurisdiction over the area to which the family wishes to move, CHA will advise the family that the family:

- Selects the receiving PHA; and
- Must notify CHA of which receiving PHA was selected.

CHA will further inform the family that if the family prefers not to select the receiving PHA, CHA will select the receiving PHA on behalf of the family. In this case, CHA will not provide the family with information for all receiving PHAs in the area.

CHA will advise the family that they will be under the receiving PHA's policies and procedures, including screening, subsidy standards, voucher extension policies, and payment standards.

16.2.7 Voucher Issuance and Term

An applicant family has no right to portability until after the family has been issued a voucher. In issuing vouchers to applicant households, CHA will follow the policies set forth in this Plan.

When a current participant decides to move outside CHA's area of operation, CHA will issue a new voucher to the family. The initial term of the port-out voucher will be 120 days.

16.2.8 Voucher Extensions and Suspensions

CHA will grant extensions and suspensions to a holder of a portable voucher in accordance with the same standards it uses to grant extensions for participants or applicants within CHA's area of operation who are not exercising portability. See policies on **VOUCHER ISSUANCE**.

Once the receiving PHA issues the family a voucher, the receiving PHA's policies on extensions of the voucher term apply. The receiving PHA must notify CHA of any extensions granted to the term of the voucher.

16.2.9 Initial Contact with the Receiving PHA

Prior to approving a family's request to move under portability, CHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the family's voucher.

If the receiving PHA notifies CHA that it will absorb the voucher, the receiving PHA may not reverse its decision at a later date without CHA's consent.

If the receiving PHA will bill CHA for the portability voucher and the cost of the HAP will increase due to the move, CHA may deny the move if it does not have sufficient funding for continued assistance in accordance with the regulatory requirements.

16.2.10 Initial Notification to the Receiving PHA

After approving a family's request to move under portability, CHA must promptly notify the receiving PHA via email or other confirmed delivery method to expect the family. CHA will

advise the family that they must promptly contact the receiving PHA in order to be informed of and comply with the receiving PHA's procedures for incoming portable households.

16.2.11 Sending Documentation to the Receiving PHA

When a CHA voucher holder decides to move outside CHA's area of operation and CHA has issued a new voucher to the family, CHA will send the receiving PHA the following documents:

1. Form HUD-52665, Family Portability Information, with Part I filled out;
2. A copy of the family's voucher;
3. 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;
4. Copies of the income verifications backing up the form HUD-50058, including a copy of the family's current EIV data.

In addition to these documents, CHA 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;
- Any other relevant documentation.

CHA will notify the family in writing regarding any information provided to the receiving PHA.

16.2.12 Initial Billing Deadline

If CHA has not received an initial billing notice from the receiving PHA by the deadline specified on form HUD-52665, CHA will contact the receiving PHA. If the receiving PHA reports that the family is not yet under HAP contract, CHA will inform the receiving PHA whether it will honor a late billing submission. CHA will send the receiving PHA a written confirmation of its decision.

CHA will honor a late billing submission 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.

16.2.13 Monthly Billing Payments

If the receiving PHA is administering the family's voucher, the receiving PHA bills CHA for housing assistance payments and administrative fees. When reimbursing for administrative fees, CHA must promptly reimburse the receiving PHA for the lesser of 80 percent of CHA's ongoing

administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing CHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill.

CHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after CHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be received by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner that the receiving PHA is able and willing to accept.

CHA may not terminate or delay making payments under existing portability billing arrangements as a result of overleasing or funding shortfalls. CHA must manage its tenant-based program in a manner that ensures that it has the financial ability to provide assistance for families that move out of its jurisdiction under portability and are not absorbed by receiving PHAs, as well as for families that remain within its jurisdiction.

16.2.14 Change in Billing Amount

The receiving PHA is required to notify CHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.);
- An abatement or subsequent resumption of the HAP payments;
- Termination of the HAP contract;
- Payment of a damage/vacancy loss claim for the family; or
- Termination of the family from the program.

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide CHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

16.2.15 Regular Reexamination for Administered Port-Outs

The receiving PHA must send to CHA a copy of a portable family's updated form HUD-50058 after each regular reexamination for the duration of time the receiving PHA is billing CHA on behalf of the family, regardless of whether there is a change in the billing amount. The reexamination and updated billing are due to CHA within ten business days of the reexamination effective date.

If CHA is being billed on behalf of a portable family, and CHA fails to receive an updated 50058 by the family's regular reexamination date, CHA will contact the receiving PHA to verify the

status of the family. CHA will continue paying the receiving PHA based on the last form HUD-50058 received, unless instructed otherwise by HUD. CHA may seek absorption of the vouchers by following steps outlined by HUD.

16.2.16 Denial or Termination of Assistance

If CHA has grounds for denying or terminating assistance for a portable family that has not been absorbed by the receiving PHA, CHA may act on those grounds at any time.

16.2.17 Subsequent Household Moves

If a receiving PHA is administering a CHA voucher and the family subsequently decides to move out of the receiving PHA's jurisdiction, CHA will issue the family a voucher to move and will send form HUD-52665 and supporting documentation to the new receiving PHA.

16.3 PORT-INS

A *port-in* is when a participant issued a voucher from another PHA that has found a unit to lease in Cambridge.

16.3.1 Port-Ins and MTW

CHA's MTW policies generally apply to port-in vouchers that are administered, except that all recertifications will be conducted annually. All MTW policies apply to port-ins that are absorbed. See additional information on limits to portability and CHA's jurisdiction in **CHA Portability Jurisdiction**.

16.3.2 Receiving PHA's Role

CHA will only accept port-in requests if the family has located a unit in Cambridge and submits a completed Request for Tenancy Approval (see information in **CHA Portability Jurisdiction**). CHA will require that the family provide a copy of their voucher issued by the initial PHA. The voucher must not be expired. Once received, CHA will contact the initial PHA for further portability documents. CHA will use its own subsidy standards to determine the appropriate voucher size for a family that will be administered by CHA.

CHA may delay approval of the unit or issuance of the voucher if the family refuses to comply with CHA procedures (such as completing disclosure forms or certifications). CHA may not delay issuing a voucher unless recertification is necessary to determine income eligibility. If CHA is refusing to process or provide assistance under the portability procedures, the family will be given the opportunity for an informal review.

16.3.3 Responding to Initial PHA's Request

CHA will promptly notify the initial PHA whether it will administer or absorb the family's voucher. If CHA informs the initial PHA that it will absorb the voucher, CHA will not reverse its decision at a later date.

16.3.4 Initial Contact with Family

When a family moves into CHA's jurisdiction under portability, the family is responsible for promptly contacting CHA and complying with CHA's procedures for incoming portable families. The family's failure to comply may result in denial or termination of CHA's voucher.

If the voucher issued to the family by the initial PHA has expired, CHA will not process the family's paperwork and will refer the family back to the initial PHA. An informal hearing is not required when a voucher has expired without the family leasing a unit.

16.3.5 Briefing

CHA requires port-in families to attend a briefing. CHA will provide the family with a briefing packet and inform the family about CHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process.

16.3.6 Criminal Background Checks

CHA will conduct a criminal background and sex offender registry check on all adult family members who are porting into CHA's jurisdiction. CHA will follow its policies on screening to guide determinations related to criminal background and sex offender registration screening.

16.3.7 Income Eligibility and Reexamination

For any family moving into its jurisdiction under portability, CHA will conduct a new reexamination of family income and composition. CHA will not delay issuing the family a voucher for this reason, nor will CHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and CHA cannot otherwise confirm that the family is income-eligible for admission to the program in the area where the unit is located.

In conducting its own reexamination, CHA will rely upon any verifications provided by the initial PHA to the extent that they:

1. Accurately reflect the family's current circumstances, and
2. Were obtained within the last 120 days.

Any new information may be verified by documents provided by the family and adjusted, if necessary, when verification is received.

16.3.8 Voucher Issuance

When a family moves into its jurisdiction under portability, CHA will issue the family a voucher based on the paperwork provided by the family unless:

- The family's paperwork from the initial PHA is incomplete,
- The family's voucher from the initial PHA has expired, or

- The family does not comply with CHA's procedures, in which case the family will be returned to the initial PHA.

16.3.9 Voucher Term

If the initial PHA's voucher expires before CHA issues the portable family a voucher, CHA will contact the initial PHA to determine if it will extend the voucher term. CHA will not issue a voucher to the portable family if the initial PHA voucher term is expired and no extension is authorized by the initial PHA.

Under no circumstances will the term of CHA's voucher expire before 30 calendar days from the expiration date of the initial PHA voucher term. For example, if the initial PHA voucher term expires on 7/12/24, CHA's voucher term, as the receiving PHA, will not expire before 8/12/24.

16.3.10 Voucher Extensions

CHA generally will not extend the term of the voucher that it issues to an incoming portable family unless CHA plans to absorb the family into its own program, in which case it will follow the policies on **Extension of Voucher *Term***. CHA will consider an exception to this as a reasonable accommodation to a person with disabilities.

16.3.11 Voucher Suspensions

If the family submits a Request for Tenancy Approval (RFTA) during the term of CHA's voucher, CHA must suspend the term of that voucher. The term of the voucher stops from the date that the family submits a RFTA until the date CHA notifies the family whether the request has been approved or denied.

16.3.12 Notifying the Initial PHA

CHA will promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a RFTA for an eligible unit within the term of CHA's voucher. CHA will use Part II of form HUD-52665, Family Portability Information, for this purpose.

If an incoming portable family ultimately decides not to lease in CHA's jurisdiction but instead wishes to return to the initial PHA's jurisdiction or to search in another jurisdiction, CHA will refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by CHA's voucher is only valid for the family's search in CHA's jurisdiction.

16.3.13 Initial Billing Deadline

If a portable family's search for a unit is successful and CHA intends to administer the family's voucher, CHA's initial billing notice (Part II of form HUD-52665) will be completed and sent so that it is received by the initial PHA no later than ***90 days*** following the expiration of the initial

PHA's voucher. A copy of the family's form HUD-50058, Family Report, completed by CHA will be attached to the initial billing notice.

If CHA fails to send the initial billing by the deadline, it is required to absorb the family into its own program unless:

1. The initial PHA is willing to accept the late submission; or
2. HUD requires the initial PHA to honor the late submission (e.g., because CHA is overleased).

16.3.14 Billing Procedure

If administering the port-in voucher, CHA will bill the initial PHA once a month for Housing Assistance Payments (HAPs). The billing cycle for other amounts, including administrative fees and special claims will be once a month. CHA will bill 100 percent of the HAP and the lesser of 80 percent of the initial PHA prorated column B administrative fee rate or 100 percent of CHA's prorated column B administrative fee rate for each unit under HAP contract on the first day of the month for which CHA is billing the initial PHA. Additionally, as provided by HUD, CHA will prorate administrative fees in accordance with any HUD prorations.

CHA will notify the initial PHA of changes in subsidy amounts within 10 business days of any change in the monthly payment.

CHA will update Administrative Fees when and if HUD revises the fees and/or related prorations.

16.3.15 Regular Reexamination

CHA will send the initial PHA a copy of a portable family's updated form HUD-50058 after each regular reexamination for the duration of time the CHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

16.3.16 Change in Billing Amount

CHA will notify the initial PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments;
- Termination of the HAP contract;
- Payment of a damage/vacancy loss claim for the family; and/or
- Termination of the family from the program.

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

If CHA fails to send Form HUD-52665 within 10 business days of effective date of billing changes, the initial PHA is not responsible for any increase prior to notification. If the change resulted in a decrease in the monthly billing amount, the initial PHA will offset future monthly payments until the difference is reconciled.

16.3.17 Late Payments

If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, CHA will promptly notify the initial PHA in writing (and in accordance with HUD requirements) of the deficiency. CHA will send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over the receiving PHA.

If the initial PHA fails to correct the problem by the second month following the notification, CHA may request by memorandum to the director of the OPH with jurisdiction over the receiving PHA that HUD transfer the voucher in question. A copy of the initial notification and any subsequent correspondence between PHAs on the matter must be attached. CHA will send a copy of the memorandum to the initial PHA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to CHA.

16.3.18 Overpayments

In all cases where CHA has received billing payments for billing arrangements no longer in effect, CHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.

16.3.19 Denial or Termination of Assistance

At any time, CHA may make a determination to deny or terminate assistance to a portable family for family action or inaction consistent with the denial and termination policies in this Plan.

If CHA elects to deny or terminate assistance for a portable family, CHA will notify the initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. CHA will furnish the initial PHA with a copy of the review or hearing decision, where applicable.

16.3.20 Absorbing a Portable Family

CHA may absorb an incoming portable family into its own program when CHA executes a HAP contract on behalf of the family or at any time thereafter providing that:

1. CHA has funding available under its annual contributions contract (ACC), and

2. Absorbing the family will not result in over leasing**.**

If CHA notifies the initial PHA that it will absorb the voucher, it cannot reverse its decision at a later date without consent of the initial PHA.

If CHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, CHA will notify the initial PHA upon receipt of the portability paperwork. The effective date of the HAP contract will be the effective date of the absorption

If CHA decides to absorb a family, after administering the voucher, CHA will provide the initial PHA with 30 days advance notice, but no later than 10 business days following the effective date of the termination of the billing arrangement.

When a portable family is absorbed by CHA, the family will be subject to CHA policies, including MTW policies.

16.4 SPECIAL PURPOSE VOUCHERS AND PORTABILITY

CHA will administer special purpose vouchers (e.g., VASH, EHV) in accordance with HUD-established policy in cases where HUD has established alternative program requirements of such special purpose vouchers.

CHA will use the codes for the special purpose vouchers on the 50058 and continue to use such codes while CHA is administering a portable voucher.

CHAPTER 17: CONTINUED OCCUPANCY AND REEXAMINATIONS

17.1 OVERVIEW

CHA is required to periodically reexamine each family's income and composition, and adjust the family's level of assistance accordingly. Interim recertifications are also needed in certain situations. This chapter includes requirements for continued occupancy as well as requirements for regular and interim recertifications, and the recalculation of family share and subsidy that occurs as a result.

CHA may complete a scheduled or interim recertification while in the process of terminating a participant. Once the recertification is completed, a new rent notification letter is sent to both the owner and the participant. Performing a recertification does not nullify CHA's action against the participant.

17.2 REQUIREMENTS FOR CONTINUED OCCUPANCY

Eligibility for continued occupancy includes, but is not limited to, the following:

- Qualify as a household as defined in this policy;
- Comply with the applicable **ASSET RESTRICTIONS**.
- Maintain full compliance with the family obligations and responsibilities for the applicable HCV program;
- Meet HUD standards on citizenship or immigration status or pay an adjusted rent;
- Have a Social Security number or HUD-issued alternate ID (issuance of a HUD alternate ID in no way alters a participant household member's status);
- Supply true and complete information that CHA or HUD determines to be necessary to determine continued eligibility;
- Use the assisted unit for residence by the family and as the family's only residence;
- Allow CHA to inspect the unit at reasonable times and after reasonable notice;
- Request CHA approval to add household members as occupants of the unit. CHA's approval of such additions is subject to the household composition requirements and landlord approval;
- Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease;
- Comply with lease requirements;
- Never sub-lease or sub-let the unit;
- Promptly give CHA a copy of any owner eviction notice;

- Never commit fraud, bribery or any other corrupt or criminal act in connection with the programs;
- Never 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;
- Not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
- Not own or have any interest in the unit (other than in a cooperative and owners of a manufactured home leasing a manufactured home space); and
- Not receive HCV program assistance while residing in a unit owned by a spouse, parent, child, grandparent, grandchild, sister or brother of any member of the family, unless CHA has determined (and has notified the owner and the household of such determination) that approving rental of the unit, notwithstanding such relationship, would provide a reasonable accommodation for a household member who is a person with a disability.

17.3 INELIGIBLE FOR CONTINUED OCCUPANCY

The following are reasons whereby CHA will determine a household is ineligible for continued occupancy:

- Households that have committed serious or repeated lease violations that are detrimental to the health safety, or quiet enjoyment of the premises or the neighborhood, including but not limited to criminal activity are not eligible for continued participation;
- Households that are evicted *for tenant cause* may not be eligible for continued participation. CHA will evaluate the nature of the case prior to final determination and will notify households in writing of pending termination of participation.
- Households at zero HAP (paying the full contract rent amount with no subsidy assistance from CHA) for six consecutive months.
- Households not in compliance with applicable **ASSET RESTRICTIONS**.

17.4 TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION

Unless otherwise noted below, when family obligations require the family to notify CHA of a change and/or obtain CHA approval of such change, the family must report the change to CHA within 30 calendar days from the date of the change.

Any required documents or information that the family is unable to provide at the time the recertification packet is submitted or upon CHA request must be provided within 10 business days from the recertification packet submission date or within 10 business days from CHA's

request. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension in writing.

CHA will inform families as to how required documentation is to be provided to CHA. Appointments (in person or virtual) may be scheduled when information needs to be updated or to clarify family-provided materials.

17.5 REGULAR RECERTIFICATION

Once an applicant becomes a participant household, continued eligibility is determined, and income, expenses, deductions, and rent are periodically updated. CHA's regular recertification process includes the following:

- At the time of the recertification, households are obligated to report all earned and/or unearned income in accordance with the policies contained in this Administrative Plan. Failure to report accurately all earned and/or unearned income may result in an action to terminate participation.
- The new rent notification letter will include updated information on the contract rent, tenant rent, subsidy amount, subsidy size, the date when any changes take effect and information concerning the Violence Against Women Act, CHA's hardship policy, reasonable accommodation information and Limited English Proficiency (LEP) Policy.
- The household must report any change in income or family composition between the date the information is received by CHA and the recertification effective date. If the household's share of rent will increase as a result of the change then they will be given at least 30 days notice of the increase, as long as the change was reported to CHA timely.

During the recertification process, families will be asked to supply all required information (as described in the recertification notice) within the required time frame as stated in the policy on **TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION**. If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

17.5.1 Reexamination Frequency

MTW Policy

Applicable to: MTW households, Mainstream vouchers, Designated Housing vouchers; and upon approval from HUD, households in the VASH and EHV programs**.**

Description: Generally, CHA conducts a recertification of household income and composition on a biennial basis (every two years). This includes gathering and verifying current information about household composition, income, and

expenses. Based on this updated information, the household's income and rent must be recalculated.

For project-based elderly/disabled households whose sole income is fixed income, CHA will conduct triennial recertifications (every three years).

If a family believes they would benefit from being recertified annually, the family may request an annual recertification, to be processed at the discretion of the Director of Leased Housing

All zero income households, where they are part of the MTW program or not, are subject to annual recertifications.

Non-MTW Households (other than those programs listed above)

CHA conducts a recertification of household income and composition at least annually. This includes gathering and verifying current information about household composition, income, and expenses. Based on this updated information, the household's income and rent must be recalculated. Please note special rules for income determination for VASH families (see **Income for VASH Families** in the chapter on Income and Adjusted Income).

Port-ins not absorbed by CHA will be subject to annual recertifications.

Port-outs not absorbed by the receiving PHA are subject to the receiving PHA's policies.

17.5.2 Scheduling and Notification of Regular Recertifications

CHA will begin the regular recertification process approximately 120 calendar days in advance of its scheduled effective date.

CHA also may schedule a regular recertification for completion prior to the anniversary date for administrative purposes, such as to balance staff workload and/or caseloads.

The regular recertification process may be conducted online, through email or through the U.S. mail (families may also request to meet in person). Families may also request an appointment with a CHA staff person if they need additional assistance completing their recertification. Families will be asked to submit all required information, including the completed Recertification Questionnaire and all required releases within 30 calendar days. If the recertification documents have not been returned to CHA by the stated deadline, a second notice will be sent, giving the family 10 business days to respond. If needed, families will have an additional 10 business days to provide any missing/additional information or documents requested. If the family does not provide the required recertification documents or information within the required timeframe (plus any extensions), the family will be sent a notice of termination.

Good cause for a postponed recertification is limited to the documented death or serious illness of the head of household or an immediate family member or relative that required the attention

of the head of household, or other reasons as approved at the discretion of the Director of Leased Housing or their designee.

17.5.3 Effective Dates for Regular Recertifications

Increase in Tenant Rent

In general, an increase in the tenant rent that results from a regular recertification will take effect on the household's anniversary date, and the household will be notified at least 30 days in advance. If less than 30 days remain before the scheduled recertification effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

However, if the household causes a delay in processing the regular recertification, increases in the family share of the rent will be applied retroactively to the scheduled effective date of the recertification. The household will be responsible for any underpaid rent and may be offered a repayment agreement at the discretion of CHA. When a household causes a delay in processing the recertification, CHA will not provide the household with 30-day advance notice of the rent increase. Household-caused delays may include, but are not limited to failures to attend appointments (virtual or in-person) or submit documents when required.

EXAMPLE – Household-Caused Delays: Marvin is an HCV participant with a regular recertification of May 1. CHA was not able to process his regular recertification until April 10 since Marvin did not provide required information on time. Marvin's new rent will go into effect May 1, even if it increases, since he caused the delay in processing the recertification.

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

If CHA chooses to schedule a regular recertification for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by CHA; however, the increase will take effect on the first of the month following the end of the 30-day notice period, unless delayed by the participant.

Decrease in Tenant Rent

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

If the family causes a delay in processing the regular recertification, *decreases* in the family share of the rent will not be applied retroactively. The decrease in rent will be effective on the first day of the month following completion of the recertification processing. CHA will not provide the household with 30-day advance notice of the rent decrease.

If CHA chooses to schedule a regular recertification for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by CHA.

17.5.4 Household Member Turning 18 between Receipt of Recertification Information and Effective Date

Income and Deductions

When a household member will turn 18 between the date the recertification materials are received by CHA, but on or before the effective date of the recertification, CHA will include the household member's income in the calculation of annual income. CHA will also adjust any household deductions accordingly.

EXAMPLE: A household has a recertification effective date of November 1. One of the household members, is still 17 on September 1 when CHA receives the family's recertification information, but will turn 18 on October 30. CHA will calculate the income of that household member as if they were an adult, since the household member will be 18 by the effective date of the recertification.

Release Forms

When a household member will turn 18 between the date the recertification materials are received by CHA, but on or before the effective date of the recertification, CHA will have a parent/legal guardian sign any consent/release forms on behalf of that household member in order to authorize CHA to obtain their income verification.

17.6 CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

The family is required to report all changes in family composition pursuant to CHA reporting requirements. See **TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION**. Only persons listed on the most recent recertification form and/or lease, or added in accordance with CHA policy, shall be permitted to occupy an HCV program unit. Households who permit unauthorized individuals to occupy their HCV unit are subject to termination of assistance.

All changes in household composition must be submitted in writing.

17.6.1 Addition of a Family Member

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require CHA approval; however, the family must inform CHA in writing of the birth, adoption or custody of a minor child within the required time frame.

The following additions to the household require written permission from the owner before CHA can approve the request and before the potential household member can move into the apartment:

- Adult household member (including a new spouse or partner of a household member);
- Foster child or children;
- Foster adult;

- Live-in aide;
- Child in kinship care;
- Guardian or caretaker for minor children; or
- Any person not on the lease who is expected to stay in the unit for more than 30 consecutive days or 90 cumulative days within a 12-month period, and therefore no longer qualifies as a *guest*.

For new occupants joining the assisted family, CHA will obtain required documents, verify citizenship status, and conduct applicable screening prior to making a determination on the eligibility of the addition to the household. The additional household member will not be authorized by CHA until an eligibility determination is made and the participant receives written notice of approval.

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

Changes in household composition may not result in overcrowding in violation of the State Sanitary Code. CHA will not approve the addition of a foster child or foster adult if it will cause a violation of NSPIRE space or occupancy standards. If the approval of a new family member or live-in aide will exceed NSPIRE space standards, the approval letter will explain that the family will be issued another voucher and will be required to move.

17.6.2 Removal of a Family or Household Member

If a family member or household member ceases to reside in the unit, the family must inform CHA in writing within the required time frame. See **TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION**.

See policies on **Absence from the Unit** for removal of household members with extended absence.

Heads of household wishing to remove a household member must provide documentation of the new address of the household member being removed. Acceptable documentation includes but is not limited to:

- A lease in the name of the household member leaving, or a utility bill (excluding cellular phone) addressed to their new address; or
- Court order or affidavit.

At the Leasing Officer's discretion, CHA may accept reasonable evidence that a household member has left without providing the remaining members any way of contacting them, such as a third-party affidavit or self-certification from the head of household that the party has left.

If removal of a household member results in a minimum TTP, CHA will verify the income of all household members and adjust income and rent accordingly.

17.6.3 Return of Permanently Absent Family Member

The family must request CHA approval for the return of any adult family members that CHA previously determined to be permanently absent. The individual is subject to CHA's eligibility and screening requirements, and CHA policies on changes in household composition.

17.7 INTERIM REEXAMINATIONS

HUD regulations and CHA's MTW Agreement permit CHA to conduct interim recertifications of income or family composition at any time. Family circumstances may change between regular recertifications. CHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances CHA will process recertifications to reflect those changes. CHA will verify the circumstances justifying any rent adjustment and will retain such documentation in the file.

CHA may conduct an interim recertification at any time in order to correct an error in a previous recertification, or to investigate a tenant fraud complaint.

17.7.1 Reporting and Verifying Changes

The family must notify CHA of changes in writing, including the required supporting documentation.

At each interim CHA will re-verify only the information of the household member reporting the change.

Based on the type of change reported, CHA will determine the documentation the family will be required to submit. The family must submit any requested supporting documentation (see the chapter on **VERIFICATION**) of the change within 10 business days. This time frame may be extended for good cause with CHA approval.

Changes must be reported within the required **TIME FRAMES FOR REPORTING AND PROVIDING INFORMATION**.

Please note special rules for income determination for VASH families (see **Income for VASH Families** in the chapter on Income and Adjusted Income).

17.7.2 Interim Limits

MTW Policy
Applicable to: All MTW households

Description: CHA's MTW Policies limit the number of interims certain households may receive between regular reexaminations. Generally, the following policies apply:

- An MTW household subject to annual recertifications may may request an optional interim once between annual recertifications.
- An MTW household subject to biennial recertification may request an optional interim twice between biennial recertifications.
- Elderly and disabled MTW households (including those subject to triennial recertifications) are not subject to limits on interim recertifications and may request an interim at any time.
- There is no limit on interims for FSS+ participants.

Interim recertifications that are the result of a change in family composition or any other change the family is required to report are not subject to this limit. For clarification on what constitutes an optional interim recertification, see the applicable section on **Summary of Interim Reporting.**

Hardships:

Under certain circumstances, MTW households may request a hardship from the limit on optional interim recertifications as needed. CHA may also opt to waive limits during times of a declared emergency. See the **MTW HARDSHIPS** section of the **HARDSHIP POLICIES** chapter for more information.

Non-MTW Households: There is no limit on the number of interim recertifications between regular recertifications.

17.7.3 Interims due to Decreases in Income (or Increases in Expenses)

Households experiencing decreases in income or increases in expenses between regular recertifications may be eligible for an interim reexamination, according to the policies below. CHA will not process an interim reexamination until all required information has been verified.

- **MTW Elderly/Disabled Households:** a family may request an interim determination of family income for any change since the last determination. CHA will perform an interim reexamination for any verified decrease in adjusted income. Elderly/Disabled households are not subject to the interim limits noted above.
- **MTW Non-Elderly/Non-Disabled Households:** CHA will process an interim reexamination if the household has experienced a verified decrease in income or increase in expenses and has not yet reached its limit on interims, as described in **Interim Limits**.
- **Non-MTW Households:** a family may request an interim determination of family income for any change since the last determination. CHA will perform an interim reexamination

for any verified decrease in adjusted income. Non-MTW households are not subject to the interim limits noted above.

17.7.4 Increases in Income (or Decreases in Expenses)

- **Zero Income Households**: zero income households are required to report their next increase in any type of income, including cash and non-cash contributions, between regular recertifications. CHA will conduct an interim recertification and increase in rent for zero income families when income is received.
- **Increases in Earned Income:** other than zero income households, when a family reports an increase in their earned income between regular reexaminations, CHA will not conduct an interim reexamination, unless the household has had a previous decrease (interim rent reduction) since the family's last regular reexamination. Households who have had an interim rent reduction must report the next increase in income (or decrease in expenses) and CHA will conduct an interim reexamination.

  FSS+ households may voluntarily request that CHA conduct an interim for increases in earned income in order to recalculate escrow. There is no limit on interims for FSS+ participants.
- **Increases in Unearned Income:**
  - **MTW Households:**

MTW Policy
Applicable to: All MTW households, Mainstream vouchers, Designated Housing vouchers; and upon approval from HUD, households in the VASH and EHV programs**.**
Description: Increases in income – whether earned or unearned income – between recertifications do not need to be reported to CHA (unless the household is zero income or following an interim rent reduction, as noted above) and CHA will not process an interim reexamination.

  - **Non-MTW Households:**

    Increases in income – whether earned or unearned income – between recertifications do not need to be reported to CHA (unless the household is zero income or following an interim rent reduction, as noted above) and CHA will not process an interim reexamination.

ON HOLD: As of the publication date, the following HOTMA regulations are temporarily suspended pending guidance from HUD. Once implemented, this section will replace the non-MTW policy noted above. Do not implement until further instruction is provided by HUD.

Upon implementation of HOTMA (until/unless a waiver is approved by HUD for VASH and EHV households), households must report and CHA will process an interim reexamination for any increases in unearned income of 10 percent or more of adjusted income.

Zero income households and households who have had a prior interim rent reduction must report the next increase in income and CHA will process an interim reexamination based on the new income.

17.7.5 Summary of Interim Reporting

The following chart outlines various changes that may occur between regular recertifications and whether or not they are required to be reported and, if so, whether the interim will count toward the limit on interim recertifications for MTW households.

	Situation	Required or Optional?	Counted Toward Interim Limit? (MTW Only)
1.	Change in household composition	Required	No
2.	Decrease in income	Optional	Yes
3.	Increase in unreimbursed medical expenses (for elderly and disabled households only)	Optional	N/A
4.	Increase in unreimbursed child care expenses	Optional	Yes
5.	Increase in income/decrease in expenses after an interim rent reduction	Required	No
6.	Increase in income/decrease in expenses for households with zero income	Required	No
7.	Increase in earned income	Required only for Zero Income households or following an Interim Rent Reduction	No
8.	Increase in unearned income	MTW: Required only for Zero Income households or following an Interim Rent Reduction	No

	Situation	Required or Optional?	Counted Toward Interim Limit? (MTW Only)
		Non-MTW: Required for Zero Income Households, following an Interim Rent Reduction, or when unearned income has increased by at least 10 percent of the family's adjusted income.	
9.	Administration or correction purposes	N/A	No

17.7.6 Failure to Report Required Changes and/or Misrepresentation

CHA will process a retroactive rent increase when a family reported information in error, misrepresented or failed to report facts, or when it knowingly allowed CHA incorrect information from a third party that CHA used to determine the household's rent, resulting in the household paying less than it should have been. The family is required to reimburse CHA for the difference between the household rent that should have been paid and the household rent that was charged. CHA will make corrections and apply any increase in rent retroactive to the first day of the following month in which the misrepresentation occurred.

17.7.7 Effective Dates of Interim Rent Changes

Interim Rent Increases

An increase in family share of the rent at the time of an interim recertification will be effective on the first of the month following 30 days' notice to the household, except where due to misrepresentation or family-caused delays.

If a household fails to report a required change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The household will be responsible for any overpaid subsidy.

Interim Rent Decreases

Interim rent decreases go into effect the first of the month following the effective date of the verified decrease of income or increase in allowable expenses as long as the household reports change within 30 days.

If the household fails to report the change within the 30-day time period and cannot show good cause for doing so, the rent decrease will go into effect the first of the month following the verification of the decrease of income or increase in unreimbursed health and medical care and/or child care expenses and not the actual effective date of change.

EXAMPLE: Bill loses his job on January 5, but does not report it until April 8, when he contacts the Leasing Officer and provides all of the necessary documentation to show that he lost his job on January 5. Because Bill did not report the change within 30 days as required, the change will be effective May 1.

17.7.8 Documents Used on a Provisional Basis

If at the time of the regular recertification, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification that differs substantially from the tenant-provided documents becomes available, CHA will conduct an interim recertification.

17.8 RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

After gathering and verifying required information for a regular or interim recertification, CHA will recalculate the family share of the rent and the subsidy amount, and notify the family and owner, in writing, of the changes.

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in CHA's calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

17.8.1 Applying Payment Standards at Reexamination

The correct payment standard must be used when calculating the family share of the rent and HAP, taking into consideration the voucher size, the size of unit, the prior payment standard, and the area in which the unit is located. See **APPLYING PAYMENT STANDARDS** in the **CALCULATING FAMILY SHARE AND SUBSIDY** chapter.

17.8.2 Applying Subsidy Standards at Reexaminations

If the subsidy size (voucher size) for the family changes during the term of the HAP Contract, the new subsidy size is effective as follows:

- If the subsidy size is increased, the change is effective on the first of the month following the date that the new household member is approved by CHA; however, if this change is made at an interim recertification, the family's payment standard and utility allowance

will not change until the family's next regular recertification or the family moves, whichever comes first.

- If the participant provided proper written notice of a decrease in household size, the change in voucher size is effective at the first regular recertification following the change.
- If it is determined that the participant failed to provide the proper written notice of a decrease in family size, the change is retroactive to the first of the month following the date that the household member left the household. In these cases, CHA will require the participant to enter into a repayment agreement with CHA for overpaid subsidy.

17.8.3 Applying Utility Allowances at Reexaminations

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in CHA's utility allowance schedule. See **APPLYING UTILITY ALLOWANCES** in the **CALCULATING FAMILY SHARE AND SUBSIDY** chapter.

17.9 OTHER CONTINUED OCCUPANCY POLICIES

17.9.1 Absence from the Unit

The family must supply any information or certification requested by CHA to verify that the family is living in the unit, or relating to family absence from the unit, including any CHA-requested information or certification on the purposes of family absences. CHA may review on a case-by-case basis, circumstances which dictate a household's absence from the unit. CHA's established policies on absence from the unit include the following:

- Absence for the purpose of this section, means that no member of the family is residing in the unit.
- The family may be absent from the unit for brief periods. It is recommended that households notify the property owner, secure their apartment, and provide a means of contact in an emergency any time they leave the apartment for longer than 14 calendar days.
- If a participant household is out of the apartment for 30 or more consecutive days, it is required that they notify CHA in writing.
- Each household member must physically occupy the leased apartment as their principal place of residence, and not be absent for 90 or more cumulative days during any 12-month period unless good cause is shown for a longer absence. Good cause for extended absences include, but is not limited to:
    - Involuntary absence due to illness; or
    - Absence of a household member who is a full-time student;
    - Children temporarily away due to placement in foster care; or

- Military service (see policy on **Military Families**).

- The head of household must notify CHA and remove any household member from the lease who is absent from the apartment without cause for more than three months.
- Extended absence for more than three months during any 12-month period due to incarceration is not considered good cause.
- To verify family occupancy or absence, CHA may send request letters to the family at the unit, make phone calls or visits, and/or conduct other appropriate inquiries.
- The family must remain in compliance with the terms of the HCV Program and their assisted lease during any absence from the unit.
- CHA will consider mitigating circumstances when determining good cause for an extended absence.

17.9.2 Military Families

HUD encourages PHAs and private owners to be as lenient as responsibly possible to support military families. In accordance with this Notice, on a case-by-case basis, CHA will make reasonable exceptions to program requirements for active duty military families, to the extent CHA can do so while responsibly administering the HCV program.

These exceptions will be granted at CHA's sole discretion, and should be primarily granted with respect to program requirements impacted by household members who are temporarily absent from the assisted unit due to their active duty.

Exceptions must be approved by the Director of Leased Housing or their designee. Households who cannot adhere to basic program requirements without the active military person present will not be granted exceptions.

Exceptions related to military families may include, but are not limited to:

- Allowing a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining household income and rent;
- Carefully considering the circumstances of any case involving delayed payment of rent by the household;
- Granting exceptions to the Administrative Plan policies concerning family absences from the unit to continue HAPs to the owner on behalf of the military family even though all members of the family are temporarily absent from the assisted unit;
- Using provisional documents and income information to complete a recertification and then conducting an interim recertification when the military personnel's information is available.

17.9.3 Family Break-Up

In cases where a participant household breaks up, only one side of the household is eligible for continued participation. Tenant families who separate while being assisted will be assessed on a case-by-case basis to determine which family members remain assisted under the program. CHA will take the following actions:

- When notified of a situation whereby a household is breaking up, CHA will request written statements from both sides regarding the requested disposition of the voucher.
- If there is no dispute between the parties, CHA will re-issue the voucher as requested.
- If there is a dispute regarding the disposition of the subsidy, CHA will rely on any court decree concerning the disposition of the voucher.
    - Separation or Divorce: If a separation is the result of a divorce or separation under a settlement or judicial decree, CHA will generally follow any court determination of which family members keep the voucher assistance.
- If there is no court decree or one is not available, CHA will examine the circumstances of the case, and consider the following factors:
    - Physical Custody of Any Minor Children:
        - The head of household, co-head, or remaining family member of the household who has primary physical custody of any minor children in the unit will retain the use of the tenant-based voucher.
        - In cases where the head of household and co-head have a joint custody arrangement for minor children, the original Head of Household will retain the use of the tenant-based voucher.
    - In cases where there is a head of household and a co-head with no minor children, the original head of household will retain the use of the tenant-based voucher.
    - Elderly and/or Disabled Household Members. For any family members who are elderly or disabled, CHA will take into consideration where they will reside after the break-up.
    - Exceptional Circumstances. If there are any exceptional circumstances concerning the family break-up, CHA may make a discretionary administrative determination on a case-by-case basis.
- Domestic Violence, Dating Violence, Sexual Assault, or Stalking: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, CHA will ensure that the victim remains in the program, in accordance with VAWA provisions.

- Generally, a VASH voucher must stay with the veteran if the assisted family breaks up. However, under VAWA circumstances, CHA must continue to assist the family if the veteran is the perpetrator. In this case, CHA must provide a non-VASH voucher (if one is available) to the remaining family members once the perpetrator's VASH voucher is terminated. If a non-VASH voucher is not available, the remaining family members must continue to be assisted with the VASH voucher.

In all of the above circumstances, if there is a change in who the head of household is, the new head of household must meet the requirements under **Remaining Family Members**.

If either party disagrees with the decision of CHA, they may seek an appeal to the Conference Panel. The other party will receive notice of the opportunity to participate in the hearing before the panel, and the decision of the Conference Panel will be binding on both parties.

17.9.4 Remaining Family Members

Except for vacating upon termination of a lease by the landlord or termination of participation by CHA, if, at any time, the head of household vacates the unit for any reason including, but not limited, to divorce, separation, or death, CHA will follow the policies outlined below.

Remaining family members (including minors and adults determined by CHA to be family members) have rights concerning assistance when the head of household vacates the unit.

Change of Head of Household

In order for a remaining family member to become the new head of household and retain use of the voucher, they must:

- Meet the eligibility requirements set forth in this Plan;
- Report the departure of the head within 30 days of the occurrence as required;
- Have been listed on the lease for at least two (2) years, or since admission, or since the beginning of the head of household's tenancy (if less than two (2) years from admission);
- Have reported all income as required by CHA policy;
- Have not committed any serious or repeated violation(s) of the lease agreement during their tenancy;
- Have not violated any Housing Choice Voucher family obligations (if applicable) or other underlying program obligations; and
- If under the age of 18, provide proof of emancipation, including but not limited to: marriage license, divorce decree, court-ordered emancipation, or military enlistment or discharge papers.

CHA may deny head of household status if there was either an action to terminate the participation of the former head of household, or there was an eviction action by the owner begun prior to the former head of household's departure.

For example, if the former head of household is arrested for criminal activity and CHA moved to terminate participation or the owner terminates the tenancy, following which, the head of household moves out. CHA may decide not to accept a new head of household and continue with the action to terminate participation.

Minors as Remaining Family Members

Minors have rights as remaining family members. In order to continue to receive assistance:

- At least one of the minors must meet the eligibility requirements as set forth in this Plan (including emancipation); or
- CHA may allow a guardian or caretaker to temporarily reside in the unit. If the guardian or caretaker applies to become the new head of household, they must meet the eligibility requirements as set forth in this plan.

For a minor who becomes emancipated or for a guardian/caretaker that moves in to care for remaining household members under the age of 18, CHA will waive the requirement concerning whether they have been listed on the lease for at least two years, since admission, or since the beginning of the head of household's tenancy (if less than two years from admission).

17.9.5 Remaining Household Members

Live-in Aides

A live-in aide cannot be a remaining family member and has no rights to the unit. A live-in aide is not eligible to retain the use of the tenant-based voucher or project-based unit. A live-in aide must move out within 30 calendar days upon the death, eviction, or move out of the elderly and/or disabled person for whom they are caring.

Remaining Foster Children/Foster Adults

Foster children and foster adults are not considered to be nor have rights as remaining family members. Foster children and foster adults are not eligible to retain the use of the tenant-based voucher or project-based unit.

17.9.6 Guests and Unauthorized Occupants

Guests

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent. A guest may not stay overnight for more than 30 consecutive days or 90 cumulative days in any 12-month period without prior written approval of the owner and CHA.

Minor children who are subject to a joint custody arrangement or for whom a family has visitation privileges but who are not included as a household member because they live outside of the assisted household more than 50 percent of the time (at least 183 days/year), are not subject to the time limitations of guests.

A household may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last more than 30 consecutive days). An exception will not be made unless the household can identify and provide documentation of the residence to which the guest will return.

CHA may allow exceptions to this policy in the event of a natural disaster.

Unauthorized Occupants

Participant households are not permitted to allow roomers or boarders to occupy their apartment, or to sublet their apartment. Violation of this provision is grounds for termination of participation.

Participant households are not permitted to have anyone not listed on the lease and/or not approved by CHA living in their apartment.

Persons not on the lease who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants, but such presumption may be rebutted. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, but such presumption may be rebutted, and their presence represents a violation of program requirements.

CHAPTER 18: DENIAL AND TERMINATION OF ASSISTANCE

18.1 OVERVIEW

This chapter presents the policies that govern denial of assistance and termination of assistance. It includes the reasons for which CHA can deny or terminate assistance, and the ways in which such denials and terminations must take place. It also notes the regulations that dictate the circumstances under which an owner may terminate the tenancy of an assisted family.

18.2 DENIAL OF ASSISTANCE

A family that does not meet eligibility criteria must be denied assistance. There are other situations and circumstances in which denial of assistance is mandatory under federal requirements and those in which denial of assistance is determined by CHA.

18.2.1 Forms of Denial

CHA will deny admission if an applicant does not meet CHA's eligibility and screening requirements.

18.2.2 Prohibited Reasons for Denial of Assistance

CHA is prohibited from denying assistance to the program based on any of the following criteria:

- Age, disability, race, color, religion or religious creed, sex/gender, national origin or ancestry, sexual orientation, gender identity, marital status, familial status, military status, genetic information, or source of income;
- Where a family lives prior to admission to the program;
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the CHA's jurisdiction (see Portability policies on **Applicant Families**) and whether another agency will ultimately administer the voucher.
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock;
- Whether the family includes children;
- Whether a family decides to participate in a family self-sufficiency program; or
- Whether or not a qualified applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance (see CHA's VAWA policy).

18.2.3 Federally Required Denial of Assistance

CHA **must** deny assistance in the following cases:

- **Failure to Comply.** A household member who does not:
    - Provide CHA with accurate and complete information,
    - Sign consent forms or otherwise revokes consent, or
    - Cooperate with any CHA process;
- **Failure to Document Eligibility Concerning Citizenship or Eligible Noncitizenship.** The family:
    - Is unable to obtain the information or materials within the required time frame (plus any extensions), to document their status; and/or
    - Does not contain at least one citizen/national or eligible noncitizen.
- **Failure to Disclose or Document SSNs.** Concerning SSN disclosure and documentation (see **SOCIAL SECURITY NUMBERS** for additional information), if:
    - Each member of the household does not disclose and provide documentation of their SSN; or
    - A household member who has previously declared to have citizenship or eligible immigration status changes their declaration to not contend to have eligible immigration status for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.
- **Ineligibility Due to Student Status.** An individual who is the head of household and a student, but is not deemed an *independent student* as noted in **STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION**.
- **Ineligibility Due to Assets**. A family not in compliance with the **ASSET RESTRICTIONS.**
- **Eviction for Drug-Related Criminal Activity.** Any member of the household has been evicted or terminated from any federally-assisted housing in the past three years (from the date of eviction) for drug-related criminal activity. However, CHA may admit an otherwise-eligible family if CHA determines that the household member has completed a supervised drug rehabilitation program approved by CHA 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 due to death or imprisonment).
- **Current Use of Illegal Drugs.** CHA determines that any household member is currently engaged in the use of illegal drugs. *Currently engaged in* is defined here as any use of illegal drugs during the previous six months.
- **Current Use or Pattern of Use of Illegal Drugs or Abuse of Alcohol.** CHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health,

safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, CHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol.

- **Methamphetamine Manufacture or Production – Federally Assisted Housing.** If 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.
- **Lifetime Sex Offender Registration.** Any member of the household is subject to a lifetime registration requirement under a state sex-offender registration program. A sex offender may be rejected based upon a criminal record in accordance with other grounds stated in this chapter even if not subject to lifetime registration requirements.
- **Household is Not Income-Eligible.** If the household does not meet the requirements as listed under **ELIGIBILITY SCREENING**, CHA must deny assistance.
- **Special Purpose Vouchers.** If the family does not meet the eligibility requirements for a special purpose voucher (e.g., Non-Elderly Disabled, Mainstream, VASH, Mod Rehab, EHV), CHA must deny assistance.

18.2.4 Other Reasons for Denial of Assistance

CHA may deny assistance if:

- **Missed Appointments or Failure to Provide Information.** The household fails to attend two scheduled appointments (in person or virtual) without CHA approval or an approved reasonable accommodation; or fails to respond to two written attempts to obtain documentation; the assistance will be denied based on the family's failure to supply information needed to determine eligibility.
- **Fugitives.** Any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a felony crime.
- **Intentional Misrepresentation.** An applicant has intentionally misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition or rent.
- **Methamphetamine Manufacture or Production – Any Housing.** Any adult household member has ever been convicted of manufacture or production of methamphetamine on the premises of any assisted housing (not just federally assisted housing);
- **Evictions – Federally Assisted Housing.** If any member of the family has been evicted from federally assisted housing in the last five years;

- **Termination of Assistance.** If a public housing authority (PHA) has terminated assistance under the HCV program for any member of the family within the last five years for adverse reasons;
- **Fraud, Bribery, or Any Other Corrupt or Criminal Act.** If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- **Failure to Repay Monies Owed.**
    - Any adult member of an applicant household currently owes money to CHA, any other housing authority, or owner of state- or federally-assisted housing and has not paid the debt in full or is not current on any repayment agreement;
    - If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
    - If the family breaches an agreement with CHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- **Violence towards CHA Personnel.** If the family has engaged in or threatened abusive or violent behavior toward CHA personnel. *Abusive or violent behavior towards CHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- **Drug-Related and Violent Criminal Activity.** If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three years, the family may be denied assistance:
    - Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
    - Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
    - Criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
    - Criminal activity which may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or

other responsibilities on behalf of CHA (including a CHA employee or a CHA contractor, subcontractor, or agent).

Evidence of such criminal activity includes, but is not limited to:

- Any conviction for drug-related or violent criminal activity within the past three years.
- Records of arrests for drug-related or violent criminal activity within the past three years, although a record of arrest(s) will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.
- Any record of eviction from public or privately-owned housing as a result of criminal activity within the past three years.
- A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, CHA will consider the factors discussed in the section on **CRITERIA FOR DENIAL OF ASSISTANCE**. Upon consideration of such factors, CHA may, on a case-by-case basis, decide not to deny assistance.

VASH

VASH eligibility screening is limited to two criteria, and CHA may not deny a VASH household for any reason other than the following:

1. **Income for the household size.** The household's income must not exceed the HUD income limit (currently 80 percent of area median income, or AMI).

    a. For the purposes of determining income eligibility, CHA will exclude VA service-connected disability benefits. However, these benefits will be included when calculating the family's income for purposes of determining family share and HAP.

    Because there needs to be a monthly HAP in order to enter into a HAP contract on behalf of a tenant-based voucher family, waiving this income for the purpose of eligibility is limited to those areas where the family's TTP is less than the applicable payment standard or exception payment standard, and the family must select a unit with a gross rent that is above the family's TTP in order to lease a unit with the tenant-based HUD voucher.

    Similarly, under the PBV program, the TTP for the family must be less than the gross rent for the unit (such that the unit will be eligible for a monthly HAP) at initial occupancy, unless the unit is made exclusively available to VASH families if the PBV project is either on the grounds of a VA facility or there are VASH supportive services provided on site at the project.

2. **Sex offender status.** No adult household member may be subject to a lifetime registration requirement under a state sex-offender registration program.

18.3 CRITERIA FOR DENIAL OF ASSISTANCE

18.3.1 Evidence – Denials

Except where HUD requires a different standard, CHA will use the concept of the preponderance of the evidence as standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

18.3.2 Mitigating Circumstances Concerning Determination of Initial Eligibility and/or Suitability

In making a determination concerning the initial eligibility and/or suitability of an applicant relating to any grounds for denial listed above, CHA will consider the time, nature, and extent of the applicant's past conduct and factors (also referred to as mitigating circumstances) that might indicate favorable future conduct. To be considered, the factors indicating favorable future conduct must be verifiable.

CHA will consider applicants with negative behavior in their recent past if they can document, to CHA's satisfaction, that they have been rehabilitated. CHA may admit the applicant or forgo the termination if CHA determines that:

- The applicant/participant can provide documentation that the household member that was evicted or terminated has successfully completed a supervised drug and/or alcohol rehabilitation program;
- The household member that was evicted or terminated has died, is imprisoned or is in some other way permanently incapacitated and physically unable to enter the unit subsidized by CHA; or
- The applicant's/participant's household will not include the household member that was evicted or terminated and agrees not to allow that member on the property.

An applicant or participant with a disability that believes a denial or termination is connected to their disability is advised to seek a reasonable accommodation prior to appealing the decision.

18.3.3 Consideration of Circumstances - Denials

Except in the situations for which denial of assistance is federally required, CHA may consider the same factors as listed under **Consideration of Circumstances - Terminations**.

Lifetime Sex Offender Registration and Criminal Activity

Should the CHA's screening process reveal that an applicant's household includes an individual subject to state lifetime sex offender registration, CHA must offer the family the opportunity to

remove the ineligible family member from the household. The head of household must certify that the family member will not be permitted to visit, stay as a guest, or reside in the assisted unit. After admission to the program, the family must present evidence of the former family member's current address upon CHA request. If the family is unwilling to remove that individual from the household, CHA must deny admission to the family.

For other criminal activity, CHA may permit the family to exclude the culpable family members as a condition of eligibility. The head of household must certify that the family member will not be permitted to visit, stay as a guest, or reside in the assisted unit. After admission to the program, the family must present evidence of the former family member's current address upon CHA request.

Reasonable Accommodations

If the family includes a person with disabilities, CHA's decision concerning denial of admission is subject to consideration of reasonable accommodation. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, CHA will determine whether the behavior is related to the stated disability. If so, upon the family's request, CHA will determine whether admitting the family as a reasonable accommodation is appropriate. CHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

18.3.4 Notice of Denial

CHA will provide an applicant with prompt notice of a decision to deny assistance. The notice must contain:

- A brief statement of the reasons for CHA's decision and the facts underlying the decision;
- Subject to considerations related to safety of witnesses or victims, or unless otherwise legally barred from disclosure, CHA will provide source information;
- Information concerning the right to an informal review (see **INFORMAL REVIEWS – APPLICANTS**);
- Contact information for legal services;
- A statement that if the applicant is an individual with disabilities, they may request a reasonable accommodation as the disability may relate to participation in the informal review process or affect CHA's decision to deny admission;
- Notification of applicant protections against denial, confidentiality requirements and request for documentation as provided by VAWA. See policies on VAWA;
- If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible, CHA 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.

- If immigration status is the basis of a family's denial, provisions under 24 CFR 5.514 apply.

A reasonable accommodation will be considered in the acceptance of disputes, notices, scheduling and conducting hearings, and any decisions made by CHA.

If CHA determines the applicant is ineligible, CHA will remove the applicant from the waiting list. The applicant may reapply when the waiting list is open.

18.4 TERMINATION OF ASSISTANCE

This section describes instances that allow for, or result in termination of participation in the HCV program.

18.4.1 Forms of Termination

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

- Refusing to enter into a HAP contract or approve a lease,
- Terminating housing assistance payments (HAP) under an outstanding HAP contract, and
- Refusing to process or provide assistance under portability procedures.

18.4.2 Mandatory Termination of Assistance

All participants have the right to due process and the use of the term *mandatory actions* does not diminish this right to due process. Every participant that receives a notice of an action has the right to appeal as explained in this chapter. The use of the term, *mandatory actions* means that CHA has no discretion as to whether or not it will commence an action against the participant.

CHA will terminate assistance in the following circumstances:

- **Family No Longer Needs Assistance.** If the housing assistance payment (HAP) for the household drops to zero (i.e., household income calculation exceeds allowable subsidy amount) and remains at zero for 180 consecutive days, the household's assistance will be immediately terminated. The household has no right to appeal this termination.

  If the household's income decrease and/or the contract rent increases to the point where the HAP would increase to more than zero, the household must notify CHA in writing before the end of the 180-day period.

- **Family Chooses to Terminate Assistance.** The household may choose to terminate their participation at any time. The request must be in writing with the effective date and signed by the head of household, spouse or co-head. The household's decision to terminate participation is not reversible nor appealable once received and time stamped

by CHA. CHA will send a confirmation letter to the participant and owner within 10 days after receipt of the written notice.

- **Eviction.** CHA must terminate participation whenever a participating household is evicted from a unit assisted under the HCV Program for serious or repeated violations of the lease.
    - A household will be considered evicted if the household moves after the issuance of a valid execution for possession or the Court's allowance of a motion to issue an execution, whether or not the physical enforcement was necessary.
    - *Serious and repeated lease violations* may include but are not 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 is whether the reason for the eviction action was through no fault of the household or guests.
    - If a household moves after the owner has initiated an action to evict but before a judgement for possession has been issued by a Court, CHA may choose not to terminate the household's participation. In making its determination, the Director of Leased Housing or their designee will review all available evidence and will look at alternatives and mitigating circumstances. These decisions are made on a case-by-case basis and should not be considered precedent-setting in nature.
    - Incidents of threatened or acutal domestic violence, dating violence, sexual assault or stalking may not be construed as serious or repeated violations of the lease by the victim of such violence or stalking.
- **Failure to Provide Consent.** CHA must terminate participation of a household if any household member fails to sign and submit any consent form that they are required to sign or revokes consent during program participation. See the section on **FAMILY CONSENT TO RELEASE OF INFORMATION** for a complete discussion of consent requirements.
- **Failure to Document Citizenship or Eligible Immigration Status.** CHA must terminate assistance if:
    - A family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
    - A family submits evidence of citizenship and eligible immigration status in a timely manner, but the United States Citizenship and Immigration Services' (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or

- A family member, as determined by CHA, has knowingly permitted another individual who is not immigration-eligible for assistance to reside (on a permanent basis) in the unit. Such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated (or reduced for MTW families).

- **Failure to Disclose and Document Social Security Numbers.** CHA must terminate assistance if:

  - Any household member fails to disclose and provide documentation of their Social Security number; or

  - A household member who has previously declared to have citizenship or eligible immigration status changes their declaration to not contend to have eligible immigration status for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

  See **SOCIAL SECURITY NUMBERS** for additional information.

- **Failure to Comply with the ASSET RESTRICTIONS.** Families that fail to comply with the **ASSET RESTRICTIONS** may be given up to six months to cure their noncompliance with the provision. During this period, if the family cures the noncompliance, the termination proceedings related to this provision will cease or otherwise not occur.

- **Methamphetamine Manufacture or Production.** CHA must terminate participation if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of state or federally-assisted housing.

- **Lifetime Registered Sex Offenders.** Should CHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, CHA will immediately terminate assistance for the household member.

  In this situation, CHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, CHA will terminate assistance for the household.

  For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the family solely on the basis of a household member's sex offender registration status.

- **Failure of Students to Meet Ongoing Eligibility Requirements.** If a student (see **STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION**) enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, is not residing with their parents in an HCV assisted

household, and is not a person with disabilities, CHA will terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and CHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

- **Use of Illegal Drugs and Alcohol Abuse.** CHA must terminate a household's participation if any household member, guest, or person under the tenant's control is currently engaged in any illegal use of a drug or has a pattern of illegal use of a drug that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. *Currently engaged* in is defined as any use of illegal drugs or abuse of alcohol during the previous six months.

  CHA will consider all credible evidence, including but not limited to any record of arrests, convictions, and/or eviction of household members related to the use of illegal drugs or abuse of alcohol.

  CHA may terminate assistance if any household member, guest or person under the tenant's control's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

  In making its decision to terminate assistance, CHA may consider alternatives and other factors as described in this chapter. Upon consideration of such alternatives and factors, CHA may, on a case-by-case basis, choose not to terminate assistance.

- **Death of the Sole Family Member.** CHA will immediately terminate program assistance for deceased sole family member households. This includes sole family member households that have a live-in aide, as live-in aides are not considered family members, and have no rights as remaining family members.

18.4.3 Other Reasons for Termination of Assistance

In the following instances, CHA may move to terminate participation, but will consider mitigating circumstances and where applicable and appropriate, may opt not to begin termination proceedings.

- **Drug-Related and Violent Criminal Activity.** CHA may terminate a household's participation if any household member has engaged in any drug-related or violent criminal activity while participating in the HCV Program or has allowed drug-related or violent criminal activity.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 USC 802).

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

CHA will consider all credible evidence, including but not limited to any record of arrests, convictions or eviction of household members related to drug related or violent criminal activity and any eviction notice to evict based on drug related or violent criminal activity.

In making its decision to terminate assistance, CHA may consider alternatives and other factors as described in this chapter. Upon consideration of such alternatives and factors, CHA may, on a case-by-case basis, choose not to terminate assistance.

- **Fugitives.** CHA may terminate a household's participation if any household member is person convicted or accused of a crime that hides from law enforcement in the state or flees across state lines to avoid arrest or punishment (fugitive from justice).
- **Abusive or Violent Behavior towards CHA Personnel.** CHA may terminate a household's participation if any household member has engaged in or threatened violence or abusive behavior towards CHA personnel.

  Abusive or violent behavior towards CHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

  Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- **Family Absence from the Unit.** The family may be absent from the unit for brief periods. If the entire family is absent from the unit for more than 90 cumulative days in any 12-month period, without good cause, the family's assistance will be terminated. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.
- **Failure to Comply with Family Obligations.** CHA may terminate a household's participation if any household member fails to comply with any family obligations under the HCV Program. Failure to comply with obligations include but are not limited to:
  - Failure to provide CHA with accurate and complete information;
  - Failure to cooperate with any CHA process;

- Failure to attend scheduled appointments (virtual or in-person);
- Failure to maintain utilities that the participant is responsible for;
- Allowing additional unauthorized individuals to reside in an assisted unit;
- Intentionally misrepresenting or having had intentionally misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition, or rent;
- Failure to cooperate with or allow an NSPIRE inspection;
- Failure to keep the unit in a clean and safe condition, and/or failure to dispose of all garbage, rubbish and other waste in a sanitary and safe manner. CHA considers a unit unclean and/or unsafe if it contains fire or other hazards or clutter that in CHA's sole discretion affects or may affect the health and safety of the unit in the dwelling unit or on the premises. Hazards include flammables; gas; naphtha or solvents; or inoperable appliances subject to inspection requirements or that create a hazard; or inoperable heating, cooling, plumbing or electrical equipment, and others.

- **Fraud, Bribery, or Any Other Corrupt or Criminal Act.** CHA may terminate a family's participation if any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any state or federal housing program. Discrepancies between income reported by the household and verified (by EIV) that are equal to or greater than $2,400 in any 12-month period require CHA to question the household and investigate for potential underreporting and CHA will evaluate the underreporting for potential fraud.
- **Failure to Repay Monies Owed.** CHA may terminate a household's participation for breaching the terms of a repayment agreement with CHA:
  - Three late payments in a row constitute a breach.
  - Six late payments overall constitute a breach.

  CHA may also terminate a family's participation for the following reasons:
  - Any adult member of a household currently owes money to CHA, any other housing authority, or owner of state- or federally-assisted housing and has not paid the debt in full or is not current on any repayment agreement.
  - The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other enforceable amounts owed by the family under the lease.
- **Insufficient Funding.** CHA may terminate HAP contracts if CHA determines, in accordance with HUD requirements, that funding under the Annual Contributions

Contract is insufficient to support continued assistance for families in the program. In such a case, CHA will determine if any other actions can be taken to reduce program costs.

In the event that CHA decides to stop issuing vouchers as a result of a funding shortfall, and CHA is not assisting the required number of special purpose vouchers (i.e., NED families, HUD-Veterans Affairs Supportive Housing (VASH) families), when CHA resumes issuing vouchers, CHA will issue vouchers first to the special purpose voucher families on its waiting list until it has reached the required number of special purpose vouchers, when applicable.

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, CHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, CHA will inform the local HUD field office. CHA will terminate the minimum number needed in order to reduce HAP costs to a level within CHA's annual budget authority.

If CHA must terminate HAP contracts due to insufficient funding, CHA will do so to ensure that families comprising the required number of special purpose vouchers, including but not limited to non-elderly disabled (NED), and HUD-Veteran's Affairs Supportive Housing (HUDVASH), will be the last to be terminated.

If CHA will terminate HAP contracts due to insufficient funding, CHA will do so in accordance with the following criteria:

- First, CHA will terminate families who are of sufficient income to not receive any HAP.
- Second, CHA will terminate families who owe CHA money but are not yet under a repayment agreement. Families in this situation will be terminated in the order of the amount owed, beginning with the largest.
- Third, CHA will terminate families who owe money to CHA under repayment agreement and who have made at least one late payment.
- Fourth, CHA will terminate families who owe CHA money, are under repayment agreement, and have made all payments in accordance with the repayment agreement.

- **Missed Appointments and Deadlines.** It is a family obligation to supply information, documentation, and certification as needed for CHA to fulfill its responsibilities. CHA schedules appointments (in person and/or virtual) and sets deadlines in order to obtain required information. The obligations also require that the family allow CHA to inspect the unit. Appointments are made for this purpose. A participant who fails to keep an

appointment, or to supply information required by a deadline without notifying CHA, may be sent a termination notice.

Appointments will be scheduled and time requirements will be imposed, including but not limited to the following events and circumstances:

- Verification Procedures;
- Voucher Issuance and Briefings;
- Inspections;
- Recertifications; and
- Appeals.

The family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation. After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance. Termination is subject to a request for reasonable accommodations. Where a family notified CHA on a timely basis of the need to reschedule an appointment, the appointment is not considered a missed appointment or deadline.

Acceptable reasons for missing appointments or failing to provide information by deadlines include, but are not limited to the reasons outlined below. CHA will require third-party verification to confirm the events below.

- Medical emergency;
- Family emergency.

- **Methamphetamine Production – Any Housing.** CHA may terminate a family's participation if any adult household member has ever been convicted of manufacture or production of methamphetamine on the premises of any assisted housing (not just federally assisted housing).
- **Eviction.** CHA may terminate a family's participation if any family member has been evicted from federally-assisted housing in the last five years.
- **Termination of Assistance.** CHA may terminate a family's participation if any PHA has ever terminated assistance under the program for any member of the family.

Upon consideration of alternatives and factors, CHA may, on a case-by-case basis, choose not to terminate assistance.

18.5 CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

18.5.1 Evidence - Terminations

All termination decisions by CHA must be based on a preponderance of the evidence, except where HUD has specified other required standards.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

18.5.2 Consideration of Circumstances - Terminations

CHA will consider all relevant circumstances when determining whether a household's participation should be terminated. The factors that CHA will consider include:

- Seriousness of the case, especially with respect to how it would affect other residents and neighbors;
- Effects that termination of the household's participation may have on other members of the household who were not involved;
- The extent of participation or culpability of individual household members, including whether the culpable family member is a minor or a person with disabilities or a victim of domestic violence, dating violence, sexual assault, or stalking;
- The length of time since the violation occurred, the household's recent rent history, and the likelihood of favorable conduct in the future;
- While a record of arrest(s) will not solely be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, CHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. CHA may also consider:
    - Any statements made by witnesses or the participant not included in the police report;
    - Whether criminal charges were filed;
    - Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal;
    - Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity;
    - Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation

program or has otherwise been rehabilitated successfully. CHA will require the participant household to submit evidence of the household member's current participation in or successful completion of a supervised drug and alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully;

- In the case of *program abuse*, the dollar amount of overpaid assistance and whether or not a false certification was signed by the household.

18.5.3 Reasonable Accommodations

If the family includes a person with disabilities, CHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation.

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, CHA will determine whether the behavior is related to the disability. If so, upon the family's request, CHA may approve alternative measures that are appropriate as a reasonable accommodation. CHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance.

18.5.4 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, and Stalking

For policies concerning terminations related to domestic violence, dating violence, sexual assault, or stalking, see **APPENDIX C: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY.**

18.5.5 Alternatives to Termination of Assistance

CHA may choose to allow a household to continue participation with alternative conditions.

Change in Household Composition

As a condition of continued assistance, CHA may require that any household member who participated in or was responsible for an offense no longer reside in the unit.

If such a condition is required, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address on CHA request as noted under **Absent Adult Household Members**.

Repayment of Family Debts

If a family owes amounts to CHA, as a condition of continued assistance, CHA will require the household to repay the full amount and may enter into a repayment agreement, within 30 days of receiving notice from CHA of the amount owed.

Other Conditions

CHA may require other conditions as appropriate.

18.5.6 Termination Notice

CHA must provide written notice when it seeks to terminate the participation of a household. If a household's assistance is to be terminated, CHA must give the family written notice that specifies:

1. The reasons for the action and the facts that support the action in sufficient detail to enable the participant to prepare a defense;
2. The specific regulation or policy that was violated;
3. Subject to considerations related to safety of witnesses or victims, or unless otherwise legally barred from disclosure, CHA will provide source information;
4. The effective date of the termination;
5. The household's rights to reconsideration and to an informal hearing as described in the chapter on **INFORMAL REVIEWS AND HEARINGS**;
6. Contact information for legal services;
7. Response deadline;
8. Notification of Reasonable Accommodation policies;
9. Notification of rights under VAWA;
    a. CHA will also provide with the termination notice the form HUD-5382 and form HUD-5380;
    b. CHA will request in writing that a family member wishing to claim protection under VAWA notify CHA within 14 business days;
10. If a criminal record is the basis of the action to terminate, the record must be made available to the head of household and to the subject of the record so that they have an opportunity to dispute the accuracy and relevance of the record; and
11. If immigration status is the basis of a family's termination, provisions under 24 CFR 5.514 apply.

CHA will also give written notice to the owner (the notice will not include details regarding reason for termination), including the effective date of the termination. When the household's participation is terminated, the lease and the HAP contract (in the case of tenant-based vouchers) terminate automatically. It is up to the owner whether or not they wish to enter into a new unassisted lease.

The notices to the family and owner to terminate participation must be sent at least one calendar month prior to the effective date of the termination, except in cases of a deceased sole-member family. Both the copy to the family and the owner must be sent certified/return receipt mail and first class mail.

If the tenant timely appeals, CHA will continue assistance for the current unit pending a final decision by the Conference Panel, so long as the family continues to occupy the unit and the unit is in compliance with HQS/NSPIRE standards.

18.5.7 Reinstatement after Termination of Assistance

CHA may reinstate a family who was terminated and who did not request a hearing within the required time frame if the termination is confirmed to be a wrongful termination.

CHAPTER 19: INFORMAL REVIEWS AND HEARINGS

19.1 OVERVIEW

When CHA makes a decision that has a negative impact on a household, the household is often entitled to appeal the decision. For applicants (other than those seeking emergency status), the appeal takes the form of an informal review, and for participants and those that have been denied emergency status, the appeal takes the form of an informal hearing, held in front of a CHA conference panel. Applicants and tenants appealing denial or termination of assistance based on citizenship issues qualify for an informal hearing.

19.2 INFORMAL REVIEWS – APPLICANTS

An informal review is available to program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. For applicants, the informal review process is the only *in-house* appeal process available.

19.2.1 Decisions Subject to Informal Review

CHA will only offer an informal review to applicants for whom assistance is being denied (see **Forms of Denial**). CHA will give an applicant the opportunity for an informal review of a decision denying assistance, including the following situations:

- Denying listing on an open CHA HCV waiting list;
- Denying or withdrawing a voucher or other HCV subsidy;
- Refusing to enter into a HAP contract or approve a lease; or
- Refusing to process or provide assistance under portability in accordance with HUD regulations (i.e., when there are inadequate funds available to provide assistance).

19.2.2 Decisions Not Subject to Informal Review

An applicant is not given the opportunity of an informal review in the following situations:

- Discretionary administrative determinations by CHA;
- General policy issues or class grievances;
- A determination of the family unit size (voucher size) under CHA's subsidy standards;
- A determination not to approve an extension of the voucher term;
- A determination not to grant approval of the tenancy (i.e., the unit is too expensive based on the applicant's reported income, the rent is not reasonable, or the owner's history with CHA requires a denial);
- A determination that the unit does not meet NSPIRE; or
- A determination that the unit does not meet NSPIRE based on family size or composition.

19.2.3 Scheduling an Informal Review

A request for an informal review must be made in writing and delivered to CHA in person or by first class mail, fax, email, or other CHA-approved means with confirmation of receipt by CHA, within 15 business days of the date of denial.

Once a review is requested, CHA must schedule the review timely and must forward a written confirmation of the location, date, and time of the review.

19.2.4 Informal Review Procedures

The Deputy Executive Director or their designee will conduct the informal review, but in no event shall the staff person that made or approved the decision that is under review or a subordinate of that person conduct informal review.

The applicant will be provided an opportunity to present written or oral objections to CHA's decision.

19.2.5 Informal Review Decision

In deciding the informal review, CHA will evaluate the following issues:

- Whether or not the grounds for the denial were stated factually in the notice to the family.
- The validity of the grounds for denial of assistance. The grounds for denial must be specified in the regulations or this Administrative Plan; if not, then the decision to deny assistance will be overturned.
    - The validity of the evidence; CHA will evaluate whether the facts presented prove the grounds for denial of assistance.
    - If the facts prove that there are grounds for denial, and the denial is required by HUD, CHA will uphold the decision to deny assistance.
- If the decision is to overturn the denial, the applicant will be instructed to contact the Leased Housing staff to complete the screening or lease up process.
- Applicants that have their denial upheld through the informal review process have no other appeal rights within CHA.

Applicants that fail to attend a scheduled review without prior notice will be defaulted, and the decision to deny will stand. A written decision of the informal review will be forwarded to the applicant.

19.3 HEARINGS – PARTICIPANTS

The following opportunities for informal hearings apply for certain categories of appeals by participants:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the CHA utility allowance schedule;
- A determination of the family unit size under CHA's subsidy standards;
- A determination to terminate assistance for a participant family because of the family's action or failure to act;
- A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under CHA policy and HUD rules; and/or
- Other determinations, except as excluded below in **No Conference Panel**.

If the tenant timely appeals a proposed termination, CHA will continue its payment of subsidy assistance for the current unit pending a final decision by the Conference Panel, so long as the family continues to occupy the unit and the unit is in compliance with HQS/NSPIRE standards.

Participants may also request a Reasonable Accommodation Appeal if they are denied a Reasonable Accommodation, including a reasonable accommodation transfer request.

See additional information regarding each of these types of reviews below.

19.3.1 Conference Panel

The purpose of the conference panel is to determine whether CHA's decision(s) related to the household's circumstances are in accordance with the law, HUD regulations and CHA policies.

A conference panel is available for certain CHA determinations relating to the individual circumstances of a participant household or for those applicants that have been denied emergency status by the Emergency Review Committee. Only applicants that are denied emergency status after review by the Emergency Review Committee are given access to a conference panel.

For cases involving Hardship Waivers, only participants who have been denied a hardship waiver after review by the Hardship Review Committee are given access to a conference panel.

Request for a Conference Panel Hearing

1. A request for a conference panel hearing must be made in writing and emailed, faxed, or delivered in person to the Legal Department or by first class mail within fifteen (15) days of the date of notice of adverse action by CHA.
2. Requests are received and listed chronologically on a waitlist, with denials of emergency status prioritized over other types of requests.
3. Once the household reaches the top of the list, CHA will schedule the hearing.

a. Households will be notified of a scheduled hearing via first class mail.

b. The household must receive notice at least thirty (30) business days prior to the hearing date unless the household agrees to an earlier date.

c. The notice must inform the household that they have the right to discovery, meaning that they will:

- Be given the opportunity to examine any and all documents that CHA will rely upon at the hearing; and
- Be given access to the entire household file if requested; and
- Be allowed to make copies of any and all documents related to the hearing (at their own expense); and
- Be supplied with an overview of any proposed testimony from CHA witnesses; and

d. The household may initiate discovery requests and access will not be unreasonably delayed by CHA.

e. The notice must also inform the household that any documents that they plan to utilize and rely upon at the hearing should be submitted to CHA no later than two (2) business days prior to the scheduled hearing. Where possible, the CHA and the household shall prepare a joint packet of documents for consideration by the Panel members.

4. Once the hearing is scheduled and the notice sent, the household may only request to reschedule a hearing for good cause or as a reasonable accommodation for a person with disabilities.

a. Good cause includes an unavoidable conflict that seriously affects the health, safety or welfare of the household; the unavailability of a witness or advocate; a scheduling conflict with work or school; and illness. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. CHA may request documentation of the good cause.

b. Failure to obtain counsel is not considered good cause. Written requests by an advocate for postponement due to unavailability will be considered grounds to reschedule.

c. Failure to attend a scheduled hearing without prior notice is considered a default.

- In cases where the household had good cause for the default and contacts CHA within two (2) business days of a missed hearing, CHA may, at its discretion, place the household back on the bottom of the chronological list for another hearing.

5. Households have the right to seek and retain counsel at their own expense or may have another representative accompany them.

No Conference Panel

A participating household will **not** be given the opportunity for a conference panel in the following situations.

	Situations Not Qualifying for a Conference Panel
1.	Discretionary administrative determinations by CHA including suspension of HAP payment based on a failure to act by the household.
2.	General policy issues or class grievances.
3.	Establishment of CHA's schedule of utility allowances for families in the program.
4.	A CHA determination not to approve an extension of the voucher term.
5.	A CHA determination not to approve a unit or tenancy.
6.	A determination of the voucher size.
7.	A determination that the household's income is such that a subsidy payment has not been made during the previous (180) days.
8.	A determination that the apartment does not meet inspection requirements, however, a family is entitled to a hearing if the reason for failure to meet inspection requirements is caused by the family.
9.	A determination that the apartment does not meet inspection requirements based on family size or composition.
10.	A determination that the apartment is too expensive based on the applicant's reported income.
11.	A determination that the rent is not reasonable.
12.	The determination by CHA to exercise or not exercise any right or remedy against an owner under the HAP contract.
13.	The participant has been evicted for cause from a Project-Based unit.

Organization of the Conference Panel

1. The Conference Panel is made up of three (3) individuals as follows:
    a. An impartial person who shall act as the Chairperson of the Panel
        - The CHA shall recruit and maintain a pool of impartial persons. In advance of having any such person act as an impartial person on a Panel, the CHA

shall provide ACT with his/her name and credentials and allow ACT two weeks to provide any comments and objections to CHA.

b. An employee of CHA (from a department with no direct involvement or contact with the case and, where possible, not from the Leased Housing or Operations Departments) appointed by the Executive Director; and

c. A public housing tenant or a participant of the Housing Choice Voucher program.

2. The Chairperson is responsible to manage the order of business and ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the Chairperson. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the Chairperson.

3. All conference panels heard at CHA are recorded and stored for a period of twelve (12) months after the hearing. If requested, CHA will make a copy for a household or the household's representative at his/her request and expense.

4. At the start of every conference panel, the Chairperson will introduce the members of the panel and will then elicit introductions from other individuals in the room. Any member of the panel that has prior knowledge of the case or the household must disclose said knowledge, as soon as practicable. In the event that a panel member does have prior knowledge of the case or household, the following may occur:

   a. The panel member may recuse himself/herself from the hearing and both parties (CHA and the household) may consent to a panel of only two (2) members; or

   b. The household or CHA may request that the panel member recuse himself/herself and consent to a panel of only two (2) members; or

   c. Both parties may agree that the panel member participate; or

   d. Both parties agree that the hearing will be continued to another date.

   e. If there is no consent to any of the four options listed above then the hearing will be rescheduled.

5. If the decision is to proceed with less than three (3) panel members or with the panel member in question, it is Chairperson's responsibility to assure that the household understands the implications of proceeding and agrees to do so while on the record. In the event that the hearing proceeds with two (2) panel members, and the result is a split panel, then a new hearing will be scheduled.

6. Once the parties have been introduced, it is CHA's responsibility to present the case to the panel and explain its position or action toward the household. In doing so, CHA must rely only on documents and witnesses that were previously disclosed to the household

or the household's representative. Once CHA has completed its presentation, the household is then given the opportunity to present the case, and explain why s/he disagrees with CHA's decision, and why the action against them should be overturned. If the household submits evidence that was not previously disclosed to the CHA, the CHA (at its option) may either proceed with the hearing as scheduled or obtain a postponement of the hearing.

7. If either party presents witness testimony, the other party is free to cross-examine the witness. The timing of the cross-examination shall be at the discretion of the Chairperson.
8. Evidence may be considered without regard to admissibility under the rules of evidence that are applicable to judicial proceedings. While panel members are free to ask questions at any point in the presentation, both the household and CHA may only direct questions to the other party at the end of their respective presentation.
9. At the end of both presentations, either party may make a closing statement.
10. Once complete, the recording is ended, both CHA and the household are asked to leave the room, and the panel members are given the opportunity to deliberate and make a decision. Any documents submitted by the CHA or household shall not be retained by the panelists.

Decision of the Conference Panel

1. The Chairperson is responsible to issue a written decision within seven (7) business days of the hearing, which decision accurately reflects the Panel's decision and includes the panelists' signature. In rendering a decision, the Panel will consider the following matters:
    a. Were the reasons for CHA's action stated in the original notice to the household?
    b. Was the household given a fair opportunity to examine any relevant documents prior to the hearing in accordance with CHA policy?
    c. Did CHA present sufficient evidence to support its conclusion that the household violated a regulation or a policy using the preponderance of the evidence standard?
    d. Has CHA shown that the decision is supported by either the regulations of the program or the policies of CHA?
    e. In a written decision, the Panel will include the following information:
        - Name of the household;
        - Date, time and place of the hearing;
        - Name of Chairperson as well as the other two (2) panel members;

- Names of all other individuals in attendance;
- A brief impartial statement of the reason for the hearing;
- A summary of the evidence;
- Findings of fact; and
- A conclusion and order.

f. Any finding of fact must be based on a preponderance of the evidence. This is defined as evidence that is of greater weight or more convincing than the evidence, which is offered in opposition to it, that is, evidence which as a whole shows that the facts sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all the evidence.

2. The decision of the conference panel is final; there are no further in-house remedies available to the household.

19.3.2 Reasonable Accommodation Appeals

Appeals of decisions of the 504/ADA Coordinator of Requests for Reasonable Accommodation are governed by the policy in **APPENDIX A: REASONABLE ACCOMMODATION POLICY**.

CHAPTER 20: PROGRAM INTEGRITY

20.1 OVERVIEW

CHA is committed to ensuring that subsidy funds made available to CHA are spent in accordance with HUD requirements. Further, CHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter covers CHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

20.2 PREVENTING ERRORS AND PROGRAM ABUSE

To ensure that CHA's HCV program is administered effectively and according to the highest ethical and legal standards, CHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenants.

CHA will work to increase tenant awareness of the importance of program integrity using a variety of methods, including but not limited to, briefing sessions, distribution of informational brochures, use of instructive signs and warnings, and/or employee training.

For purposes of this chapter, the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

20.3 DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, CHA will use a variety of activities to detect errors and program abuse.

20.3.1 Quality Control and Analysis of Data

CHA will employ a variety of methods to detect errors and program abuse.

- CHA routinely will use available sources of upfront income verification to compare with family-provided information.
- At each regular reexamination, current information provided by the family will be compared to information provided at the last regular reexamination to identify inconsistencies and incomplete information.
- CHA will compare family-reported income and expenditures to detect possible unreported income.

20.3.2 Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend $500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic onsite and automated monitoring of CHA activities and notifies CHA of errors and potential cases of program abuse.

CHA will use the results reported in any internal, independent, or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of CHA's error detection and abuse prevention efforts.

20.3.3 EIV Reports

CHA will review all EIV reports as required by HUD and ensure any corrections are made on a timely basis.

In the case of any discrepancies between what is reported by the household and what the EIV shows, CHA will follow the protocol as outlined in this chapter.

20.3.4 Individual Reporting of Possible Errors and Program Abuse

CHA will encourage staff, program participants, and the public to report possible errors and/or program abuse.

20.4 INVESTIGATION

CHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for CHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

CHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

Investigated complaints include, but are not limited to, the following:

- Unreported income;
- Fraud;
- Failure to report a change in household composition;
- Absence from the unit (see **Absence from the Unit**);
- Unauthorized occupancy;
- Subletting;
- Participant vacating without notice;
- Owner overcharging participants;

- NSPIRE violations;
- Illegal drug activity;
- Violent criminal activity;
- Activities that threaten the right to peaceful enjoyment of the premises by other residents; and
- Nuisance.

CHA cooperates with local police and other appropriate agencies when complaints are received from individuals regarding units that are not owned or operated by CHA, but are owned by landlords participating in one of CHA's assisted housing programs. This cooperation includes sharing pertinent information and acting as liaison between the local police or other agencies and the owner.

20.4.1 Consent to Release of Information

CHA may investigate possible instances of error or abuse using all available CHA and public records. If necessary, CHA will require HCV families to sign consent forms for the release of additional information.

20.4.2 Analysis and Findings

CHA will base its evaluation on a preponderance of the evidence collected during its investigation. See policies on **Evidence - Terminations** for a definition of *preponderance of evidence*.

For each investigation CHA will determine:

- Whether an error or program abuse has occurred;
- Whether any amount of money is owed to CHA; and
- Which corrective measures or penalties will be assessed.

20.4.3 Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether CHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, CHA may take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members;
- Any special circumstances surrounding the case;
- Any mitigating circumstances related to the disability of a family member;

- The effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, CHA may take into consideration:

- The seriousness of the offense,
- The length of time since the violation has occurred; and
- The effects of a particular remedy on family members who were not involved in the offense.

20.4.4 Notice and Appeals

CHA will inform the relevant party in writing of its findings and remedies. The notice will include:

- A description of the error or program abuse;
- The basis on which CHA determined the error or program abuses;
- The remedies to be employed; and
- The family's right to appeal the results through the informal review or hearing process, if applicable (see **INFORMAL REVIEWS AND HEARINGS**).

20.5 CHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of CHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a CHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in CHA personnel policy.

CHA-caused incorrect subsidy determinations include, but are not limited to:

- Failing to correctly apply program rules regarding household composition, income, assets, and/or deductions;
- Assigning the incorrect voucher size to a family;
- Errors in calculation (including but not limited to: incorrect housing assistance payments, family share of rent, or utility reimbursements).

20.5.1 Prohibited CHA Staff Actions

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

- Failing to comply with any HCV program requirements for personal gain;
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner;
- Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to CHA;

- Disclosing confidential or proprietary information to outside parties;
- Gaining profit as a result of insider knowledge of CHA activities, policies, or practices;
- Misappropriating or misusing HCV funds;
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program;
- Committing any other corrupt or criminal act in connection with any federal housing program.

20.5.2 Corrections

CHA will seek to ensure that the correct level of assistance is given to each subsidized household in accordance with this Plan. In cases where CHA determines that there has been an incorrect subsidy determination—whether it is an overpayment or underpayment of subsidy—CHA will promptly correct housing assistance payment (HAP), family share, and any utility reimbursement prospectively, regardless of the dollar amount associated with the error.

In cases where there has been an overpayment of subsidy due to CHA error:

- Participants will not be required to repay the amount;
- Owners will not be required to repay the amount except in the cases where the error results in the combination of the family share of rent and the HAP exceeding the reasonable rent stated in the HAP contract.

In cases where there has been an underpayment of subsidy due to CHA error, CHA will determine the amount of rent the household should have paid, and refund to the household the difference between that amount and what they actually paid. If the household is due a refund of rent due to CHA error but owes CHA or the landlord rent, CHA may choose to retain the amount owed (if due to CHA), or pay the amount due or a portion thereof directly to the owner on behalf of the family rather than to the family directly.

CHA will not reimburse the family for any underpayment of assistance when the underpayment is clearly caused by the family.

20.6 FAMILY-CAUSED ERRORS AND/OR PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are discussed throughout this Plan. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows CHA to use incorrect information provided by a third party.

CHA will not reimburse the family for any overpayment of family share of rent when the family causes the overpayment.

20.6.1 Prohibited Applicant/Participant Actions

An applicant or participant in any subsidized housing program must not knowingly:

- Make a false statement to CHA; and/or
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

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

- Payment to the owner in excess of amounts authorized by CHA for rent, security deposit, and additional services;
- Offering bribes or illegal gratuities to CHA Board of Commissioners, employees, contractors, or other CHA representatives;
- Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to CHA on the family's behalf;
- Use of a false name or the use of falsified, forged, or altered documents;
- Intentional misreporting of family information or circumstances (i.e., income, family composition);
- Omitting facts that were obviously known by a family member (i.e., not reporting employment income); and
- Admission of program abuse by an adult family member.

CHA may determine other actions to be program abuse based upon a preponderance of the evidence.

20.6.2 Applicant/Participant Penalties for Program Abuse

In the case of program abuse caused by a family, CHA may, at its discretion, impose any of the following remedies.

- Require the family to repay excess subsidy amounts paid by CHA;
- Require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit;
- Deny or terminate the family's assistance (see **DENIAL AND TERMINATION OF ASSISTANCE**); or
- Refer the family for state or federal criminal prosecution.

20.6.3 FSS+ Participants, Debt, and Repayment

When a participant's participation in FSS+ ends before the participant has met the criteria for completing the Contract of Participation, the participant forfeits any accrued escrow funds.

An FSS+ family will be required to repay CHA any interim disbursement of their escrow account if:

1. The family does not complete its contract of participation, and
2. The advanced payment was based on fraudulent information from the family.

If a family participating in the FSS+ program owes any amounts to CHA, the balance in the family's FSS+ account shall be reduced by that amount before prorating the interest income. If the FSS+ family has fraudulently under-reported income, the amount credited to the FSS+ account will be based on the income amounts originally reported by the FSS+ family.

At the time of program completion, CHA will disburse to the family only those amounts that exceed any amounts owed to CHA. If the amount the family owes CHA exceeds the amount in their escrow account, CHA will retain the full escrow account amount and require the family to repay the remaining amount (that is, the total amount owed minus the escrow amount retained); CHA may in its sole discretion determine whether to offer the family a repayment agreement.

20.6.4 Family Reimbursement to CHA

In the case of family-caused errors, program abuse, or resumption of minimum rent after a temporary hardship, the family will be required to repay all amounts due. CHA may, but is not required to, offer the family a repayment agreement as an alternative to termination. If the family fails to repay the amount due or refuses to enter into an offered repayment agreement, CHA may terminate the family's assistance. See **REPAYMENT AGREEMENTS**.

20.7 OWNER-CAUSED ERRORS AND/OR PROGRAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., NSPIRE compliance, fair housing) are addressed in the appropriate chapters of this Plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (i.e., the number of bedrooms, which utilities are paid by the family). Owner error or abuse also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

20.7.1 Prohibited Owner Actions

An owner participating in the HCV program must not make any false statements to CHA and/or commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program including, but not limited to:

- Charging the family rent above or below the amount specified by CHA;
- Charging a security deposit other than that specified in the family's lease;
- Charging the family for services that are provided to unassisted tenants at no extra charge;

- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to CHA's Board of Commissioners, employees, contractors, or other CHA representatives;
- Offering payments or other incentives to a subsidized family as an inducement for the family to make false or misleading statements to CHA;
- Residing in the unit with an assisted family;
- Committing sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in the chapter on **FAIR HOUSING AND EQUAL OPPORTUNITY**; and/or
- Retaliating against any applicant or participant reporting/alleging sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in the chapter on **FAIR HOUSING AND EQUAL OPPORTUNITY**.

20.7.2 Owner Remedies and Penalties for Program Abuse

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

- Require the owner to repay excess housing assistance payments.
- Terminate the HAP contract and/or disallow the lease of a unit within the program.
- Bar the owner from future participation in any CHA programs.
- Refer the case to state or federal officials for criminal prosecution.

20.7.3 Owner Reimbursement to CHA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to CHA any excess subsidy received. Owners must also repay excess subsidy when CHA makes an error that results in the combination of the family share of rent and the HAP exceeding the reasonable rent stated in the HAP contract; in all other cases of overpayment due to CHA error, CHA will not require repayment by the owner.

20.8 DEBTS OWED TO CHA

Households must pay all debts owed to CHA regardless of whether a repayment agreement is offered.

20.8.1 Applicant Debt

When an applicant currently owes CHA money from a previous public housing residency, HCV program participation, or participation in any other subsidized housing program, they must be

current on a repayment agreement or pay the debt in full within 30 calendar days. Repayment agreements will not be offered to applicants. See **Debt Screening**.

20.8.2 Participant Debt

Participants are required to reimburse CHA if they were charged less rent than required by CHA's rent formula due to the participant's underreporting or failure to report income. Families will be required to reimburse CHA for the difference between what the family share of rent should have been against the family rent that was charged and paid. This amount is referred to as retroactive rent. CHA will determine retroactive rent as far back as CHA has documentation of family reported income. See policies on **REPAYMENT AGREEMENTS**.

20.8.3 Owner Debt

In all cases of overpayment of subsidy caused by the owner, the owner must repay to CHA any excess subsidy received. Owners must also repay excess subsidy when CHA makes an error that results in the combination of the family share of rent and the HAP exceeding the reasonable rent stated in the HAP contract; in all other cases of overpayment due to CHA error, CHA will not require repayment by the owner.

20.9 DETERMINING FRAUD

CHA must determine whether any incorrect reporting was intentional or unintentional. Regardless of that determination, participants must repay the full amount owed or enter a repayment agreement (if offered by CHA) within 30 days of receiving notice of the debt. In cases where the incorrect reporting was unintentional and the family has not otherwise a committed program violation where termination is required, CHA will offer the family a repayment agreement. In all other circumstances involving incorrect reporting by the family, CHA may offer a repayment agreement at its sole discretion.

20.9.1 Factors Used to Determine Whether Misreporting is Intentional or Unintentional

When deciding whether the family's reporting was intentional or unintentional, and whether to enter into a repayment agreement with the family, CHA will consider the family's history of meeting its family obligations under the housing program, including any history of fraud. CHA will consider the facts as noted under **Consideration of Remedies**; additionally, it will consider:

- The amount owed by the family;
- The reason for the debt;
- The family's current and potential income and expenses; and
- Any other information that is relevant to the case.

20.9.2 Intentional Misreporting

Misreporting will be considered intentional and fraudulent when the participant:

- Knowingly provides inaccurate or incomplete information;
- Knowingly allows CHA to use incorrect information provided by a third party; and/or
- Fails to report when required any income or household composition changes that would result in an increase in the family share of rent when the act was done repeatedly (i.e., not a one-time or accidental occurrence) or there was prior determination of fraudulent intent or conviction.

CHA must substantiate fraud/intentional incorrect reporting through documentation. See **CHA Actions When Misreporting is Determined**.

20.9.3 Unintentional Misreporting

Misreporting will be considered **unintentional** when a participant's failure to report information was not done deliberately or with an intention to deceive. See **CHA Actions When Misreporting is Determined**.

20.9.4 CHA Actions When Misreporting is Determined

Regardless of the amount owed, CHA will send a notice to the family to contact the agency concerning the debt.

In cases of substantiated fraud/intentional misreporting, CHA may terminate the household's assistance and may file a civil and/or criminal action for recovery of overpayment of subsidy. CHA may at its sole discretion take any of the actions as described in this policy document, including but not limited to **Applicant/Participant Penalties for Program Abuse**.

20.10 REPAYMENT AGREEMENTS

The term *repayment agreement* refers to a formal document signed by a participant or owner and CHA in which a participant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

20.10.1 Repayment Agreement Terms

Repayment agreements will follow program requirements.

The maximum length of time CHA will enter into a repayment agreement with a family is 60 months. All payments are due by the close of business on the first day of the month unless another day has been approved in writing (at the discretion of the Director of Leased Housing or their designee). If the first does not fall on a business day, the due date is the close of business on the first business day after the first.

CHA reserves the right to modify the maximum term on a case-by-case basis. Terms may be renegotiated if a household's income increases or decreases.

CHA will require the family to make an initial payment toward the debt. However, a family may make an initial payment beyond what CHA requires in order to reduce or eliminate the monthly repayment amount.

20.10.2 Transfers and Payment Agreements

If the family requests a move and has a repayment agreement in place and the repayment agreement is not in arrears, the family will be permitted to move. Exceptions for families who are in arrears will be considered on a case-by-case basis and may take into account situations including but not limited to emergencies, reasonable accommodations, and occupancy standards.

20.10.3 Zero Income Households and Hardship Exemptions

If a household owes any debt to CHA and is at zero income, CHA will:

- Verify the household is at zero income in accordance with the applicable program's Zero Income Households policy (for federally-funded vouchers, see **Zero Income Household Status**; and
- If the family has income not counted towards rent or at least $500 in savings, require monthly repayments of $25 until the debt is repaid or the family is no longer at zero income (at which point the repayment agreement may be renegotiated). If the family does not have income not counted towards rent or at least $500 in savings, CHA will defer the start date of the required payments to the first day of the month following the family's increase in income.

If a household requests a hardship exemption, CHA will follow the policies under **HARDSHIP POLICIES**; however, the household must still make payments on the repayment agreement.

20.10.4 Limit on the Number of Repayment Agreements Allowed

CHA will not enter into more than one repayment agreement with a family at a time. If there is an additional claim while they are an applicant and/or participant and have an existing repayment agreement:

- The family must continue to pay according to the existing repayment agreement (if the claim has not been repaid);
- The subsequent claim must be paid in full within 30 days;
- CHA will not enter into a repayment agreement for a subsequent claim; and
- CHA reserves the right to deny or terminate assistance for the subsequent incidence of misreporting.

20.10.5 Consequences of Nonpayment/Default

If the family refuses to repay the debt, refuses to enter into an offered repayment agreement, or breaches a repayment agreement (including failure to make payments as required), CHA may

terminate the family's assistance in accordance with CHA's termination policies and/or applicable program regulations. CHA may also pursue other modes of collection. CHA will not offer any CHA-sponsored amnesty or debt forgiveness programs.

If a required payment is not received or is only partially received by the close of business on the date due, and prior approval for the missed payment has not been given by CHA:

1. CHA will send the family a notice that the household is behind on their repayment, and that continued inaction will result in termination of their housing assistance.
2. If payment is not received within 5 days of the due date, it will be considered late. This will count towards the number of times a payment may be late before the household is terminated from the program.
3. When a family falls behind a total of three payments at any time during the term of the repayment agreement, it is in default of the repayment agreement and will be terminated from the program.
4. If a family that is being terminated for missing three payments pays the entire debt in full on or before the date of the termination hearing, it may be reinstated to the program.

20.10.6 Appeals

Households may request a hearing on any adverse action in accordance with **APPEALS**, as applicable. However, households may not appeal or grieve the existence of a repayment agreement.

20.11 CRIMINAL PROSECUTION

When CHA determines that program abuse has occurred by a participant, owner, or CHA staff, CHA may refer the matter to the appropriate entity for prosecution. Other criminal violations related to any subsidized housing program may be referred to the appropriate local, state, or federal entity.

20.12 RECOVERY OF FUNDS

Where the CHA is the principal party initiating or sustaining an action to recover amounts from families or owners that are due as a result of fraud and abuse, CHA may retain a portion of the amount of voucher program funds it recovers.

20.12.1 FSS+ Escrow Accounts

CHA will retain from a family's FSS+ escrow account any amounts it is owed and give to the family any remaining amounts it still qualifies to receive.

CHAPTER 21: PROGRAM ADMINISTRATION

21.1 ADMINISTRATIVE FEE RESERVE

CHA conforms to the requirements of the MTW Agreement with respect to maintenance of reserves.

21.2 RECORD KEEPING

CHA will maintain complete and accurate accounts and other records for the program in accordance with HUD, MTW, and state requirements, in a manner that permits a speedy and effective audit.

In addition, CHA will ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

21.2.1 Record Retention

CHA will maintain complete and accurate accounts and other records for the program in accordance with state and HUD requirements in a manner that permits quick and effective audit. Records will be in the form required by the state and HUD, including requirements governing computerized or electronic forms of record keeping. Where state and HUD requirements differ, CHA will maintain the more stringent requirement.

During the term of each assisted lease and seven years thereafter (as required under state law) CHA will retain:

- A copy of the executed lease;
- The Housing Assistance Payments (HAP) Contract;
- The application from the family; and
- Lead-based paint records as required by federal regulation.

CHA will keep the following records for at least six (6) years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- HUD-required reports;
- Unit inspection reports;
- Accounts and other records supporting CHA budget and financial statements for the program;
- Records to document the basis for CHA determination that rent to owner is reasonable (initially and during the term of a HAP contract);

- An application from each ineligible family and notice that the applicant is not eligible;
- Confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, and stalking under the CHA's Emergency Transfer Plan, as well as the outcomes of such requests; and
- Other records specified by HUD.

Additionally, CHA will keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the Equal Access final rule consistent with CHA's record keeping obligations.

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents.

21.2.2 Records Management

All applicant and participant information will be kept in a secure location and access will be limited to authorized CHA staff.

21.2.3 Privacy Act Requirements

CHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. Information that is obtained directly from applicants and participants, or from those persons authorized by the applicant or participant, will be used or disclosed only for purposes relating directly to the administration of the HCV programs covered by this plan, or for research related to program policy in accordance with CHA's Data Privacy Standards.

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.

All applicants and participants, including all adults in the household, are required to complete and sign the HUD-9886-A, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or CHA may release the information collected. Revocation of this consent will result in termination of assistance or denial of admission, as applicable.

CHA's policy regarding release of information is in accordance with state and local laws which may restrict the release of family information**.** Even simple information requested by members of the community—such as whether or not a unit is subsidized—is considered private and confidential, and cannot be disclosed by CHA. This applies even in cases where it would be to CHA's advantage to make the disclosure.

However, this section does not restrict CHA from disclosing to a prospective landlord information that has been gathered regarding tenancy history through the administration of the program. See **Screening for Suitability as a Tenant** for further information about what information/documents CHA will release to a prospective landlord.

21.2.4 Enterprise Income Verification (EIV) Records

CHA will maintain at least the last three years of HUD's Enterprise Income Verification (EIV) records in the tenant file. However, CHA will destroy records obtained through EIV within three years of a resident's end of participation date.

CHA will ensure that all Upfront Income Verification (UIV) data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g., electronic, paper). In using HUD's EIV system, CHA has adopted and implemented the EIV security procedures required by HUD.

21.2.5 Criminal Records

CHA may disclose the criminal conviction records which CHA receives from a law enforcement agency to officers or employees of CHA, or to authorized representatives of CHA who have a job-related need to have access to the information.

CHA will ensure that any criminal record received by CHA from a law enforcement agency is maintained confidentially and not misused or improperly disseminated. CHA will destroy such records once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the CHA action without institution of a challenge or final disposition of any such litigation.

CHA will ensure that any sex offender registration information received by CHA from a state or local law enforcement agency is maintained confidentially and not misused or improperly disseminated. CHA will destroy such records, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the CHA 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.

The requirements in this section do not apply to information that is public information, or is obtained by CHA other than under 24 CFR 5.905.

21.2.6 Medical/Disability Records

CHA will generally not inquire about the nature or extent of a person's disability or inquire about a person's diagnosis or details of treatment for a disability or medical condition. If CHA receives a verification document that provides such information, CHA will not place this information in the tenant file. CHA will redact or return the document to the household.

21.2.7 Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

For requirements and CHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, and/or stalking, see policies in the section on VAWA.

21.2.8 Electronic Signatures and Scanned Documents

Electronic records and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures. CHA will not deny the legal effect or enforceability of a document solely because it is in electronic form.

CHA will accept scanned documents to verify program information. If at any time, CHA has reason to believe that documents have been altered or contain fraudulent information, CHA may request additional documentation to verify program information.

21.3 DETERMINATION OF INSUFFICIENT FUNDING/AVAILABILITY OF VOUCHERS

It is the responsibility of the Director of Leased Housing or their designee, with the assistance of the Fiscal Department, to determine when there are sufficient funds available to issue new vouchers. CHA will not screen households for participation in the voucher program until it is determined that there are sufficient funds available to issue additional vouchers.

When it is determined that there are funds available to issue additional vouchers, it will be the responsibility of the Director of Leased Housing or their designee to determine how many households and what types of vouchers can be supported through utilizations of the available funds.

- Families are called based on their position on the waiting list.
- When issuing tenant-based vouchers, no family may be passed over because of unit-size designation. For example, if the next family on the list is eligible for a three-bedroom voucher but there is only sufficient funding for a one-bedroom voucher, no voucher will be issued.

Further, HCV regulations allow CHA to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding is insufficient to support continued assistance. If CHA denies a family a portability move based on insufficient funding, CHA will notify the local HUD office within 10 business days. For additional information, see:

- **Insufficient Funding** in the Moving with Continued Assistance chapter; and
- **Voucher Issuance after Insufficient Funding**.

CHA will follow the HUD-prescribed method for determining and reporting insufficient funding.

CHAPTER 22: PROJECT-BASED VOUCHER (PBV) PROGRAM

22.1 OVERVIEW

The project-based voucher (PBV) program is considered a community resource, both to support and preserve existing housing, and to expand affordable housing development in Cambridge and throughout CHA's jurisidiction.

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the CHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

This chapter will detail when and where policies may differ according to the type of PBV subsidy attached to the unit/household.

See **CHA PROGRAMS** for a description of the different types of PBV subsidies.

22.1.1 MTW PBV Policies

CHA uses its MTW authority in keeping with CHA's overall philosophy to promote maximum participation in the PBV program to assure continued availability of long term affordable housing opportunities in Cambridge.

MTW Policy

Applicable to: All MTW PBV households

Description: This program allows CHA to expand its project-based portfolio beyond the 20% HUD threshold and allows property owners to project-base a building beyond the 25% HUD threshold. Property owners may coordinate with CHA to project-base up to 100% of a property.

This MTW Activity waives the following project-based voucher regulations, as described in additional detail throughout this chapter:

- 24 CFR 983.6 and 983.54, **PBV Program Cap and PBV Project Cap**
- 24 CFR 983.51, **PBV Selection Process For CHA-Owned Units**
- 24 CFR 983.152, **Purpose and Content of the Agreement to Enter into HAP Contract**
- 24 CFR 983.202, Purpose of **HAP Contract** – CHA has established an alternative form of HAP Contract for the MTW Project-Based and Expiring Use Preservation Programs.
- 24 CFR 983.207, **HAP Contract Amendments**
- 24 CFR 983.259, Security Deposit: Amounts Owed by Tenant
- 24 CFR § 983.260, **Overcrowded, Under-Occupied, and Accessible Units**

- 24 CFR § 983.261, **Family Right to Move**
- 24 CFR 983.262, **When Occupancy May Exceed 25 Percent Cap on the Number of PBV Units in Each Building**
- 24 CFR 983.301, **Determining the Rent to Owner**

22.1.2 PBV Program Cap and PBV Project Cap

MTW Policy

Applicable to: All MTW PBV households.

Description: In keeping with CHA's overall philosophy to assure continued availability of long term affordable housing opportunities in the City and region, CHA has utilized its MTW authority to waive the limits on PBV participation in 24 CFR 983.6 and 983.56, which cap the amount of allocated budget authority that can be project based as well as the percentage of PBV units in each building, respectively. CHA may utilize up to 100% of its budget authority for project-based assistance and may project-base up to 100% of a site.

22.2 PBV SELECTION PROCESS FOR CHA-OWNED UNITS

MTW Policy

Applicable to: All MTW PBV households

Description: CHA may award Project Based Vouchers to the following categories of properties without a competitive process:

1. Properties owned directly or indirectly by CHA may be selected at any time for PBV assistance without competition and without HUD approval.
2. Expiring use properties that receive enhanced vouchers through Section 8(t) of the U.S. Housing Act may work with CHA to convert these to PBV assistance through **CHA'S EXPIRING USE PRESERVATION PROGRAM**. Other special provisions may apply to units converted to PBV under CHA's Expiring Use Preservation program, as outlined in the Preservation Agreement for each property.

22.3 PBV OWNER PROPOSALS

22.3.1 Overview

Before selecting a PBV proposal, CHA will determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing and meets the site selection standards.

22.3.2 Owner Proposal Selection

CHA may select PBV proposals by either of the following two methods.

1. **Request for PBV Proposals.** CHA may solicit proposals by using a request for proposals to select proposals on a competitive basis. CHA shall not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
2. **Proposals that were previously selected based on a competition.** This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. Under these circumstances, CHA shall not conduct another competition.

22.3.3 Solicitation and Selection of PBV Proposals: RFP Method

CHA may issue a request for PBV proposals (RFP) when it determines that a competitive selection process has a reasonable likelihood of generating proposals that will expand housing opportunities and housing choice in CHA's jurisidiction. Owner proposals will be requested in an advertisement with a reasonable deadline and posted on CHA's website. CHA may either establish a single deadline for submission or establish multiple deadlines. For example, CHA may publish a public notice indicating that proposals will be accepted for a one-year period with quarterly proposal submission deadlines.

CHA will not limit proposals to a single site or impose restrictions that explicitly or practically exclude owners from submitting project-based proposals on different sites. CHA may restrict proposals to those that have a certain number of bedrooms based on waiting list or community need. Owners that request an application package will be sent an RFP application and information packet or provided with instructions on how to download the application from CHA's website. The application package will contain the following:

1. A description of the PBV program;
2. Project selection criteria;
3. Sample program documents including payment standard schedule, utility allowance schedule and sample HAP agreement;
4. An application/proposal form;
5. Information about application due date;
6. Other information as may be required by CHA.

At CHA's option, a Bidders Conference may be provided for owners who would like additional information about the program.

CHA will review only proposals submitted in response to the Request for Proposals advertisement and submitted by the stated deadline. The CHA will review proposals for completeness and compliance with RFP requirements. Proposals must include the following information (threshold requirements):

1. Property description, including unit sizes, number of vacancies, eligible occupants;
2. Evidence that the property is eligible housing;
3. Evidence that the property complies with the cap on the number of PBV units per project;
4. Evidence that the property meets the applicable site and neighborhood selection standards;
5. Owner certification indicating understanding and agreement to abide by all CHA and HUD rules and regulations governing the PBV program;
6. Description of previous management experience and participation in HUD subsidized housing programs;
7. Written tenant selection policy and procedures;
8. Proposed rent levels accompanied by rent comparables for similar unassisted units in the area;
9. Information on how the site is consistent with the deconcentration goals already established in the CHA's PHA Plan and with civil rights laws and regulations, including HUD's rules on accessibility;
10. Owner's agreement to select tenants from the CHA waiting list; and,
11. Other information that may be required by CHA to evaluate the proposal.

In addition, proposals for PBV New Construction and/or Substantial Rehabilitation must include:

1. Description of project including work plans;
2. Zoning permits and evidence of site control;
3. Disclosure of Low Income Tax Credit use or lien;
4. Statement of Sources and Uses for Funds to develop the project;
5. Operating proforma;
6. Descriptions of historic and environmental review status;
7. Owner's plan to manage and maintain property; and,
8. Other information that may be required by CHA to evaluate the proposal.

CHA will rate and rank proposals using criteria published in the RFP. Such criteria shall be further defined in the RFP issued by CHA and generally relate to:

1. Owner experience and capability to build, rehabilitate and or manage housing as identified in the RFP;
2. Financial feasibility of the project including commitments for development financing where applicable and adequacy of projected operating funding;
3. Extent to which the project furthers the goal of deconcentrating poverty and expanding housing and economic opportunities;
4. Extent to which the project supports CHA goals related to permanent supportive housing, youth aging out of foster care, reducing homelessness, support for City and/or other revitalization initiatives and/or other goals identified in the RFP;
5. Extent to which the project demonstrates an appropriate supportive services plan based on projected resident needs; and,
6. Other criteria as defined in the RFP issued by CHA.

Incomplete proposals will not be processed; however, CHA may provide the owner with an opportunity to address any deficiencies. If the owner fails to provide the needed information within a reasonable time as specified by CHA, the proposal will be rejected. Proposals, which would require permanent displacement of tenants, will be rejected. Proposals where there is not site control will be rejected. Proposals where the property has liens attached and these liens are a result of the current owner's negligence will be rejected.

Proposals are subject to review and approval by the CHA Board of Commissioners. The proposal selection date is the date that the proposal is approved by the CHA Board of Commissioners.

22.3.4 Selection of Proposals Subject to a Previous Competition

If sufficient funds are available, CHA may elect to accept proposal(s) for PBV assistance from owner(s) that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis, provided that the proposal(s) are consistent with the site selection standards, further compliment other local activities, and are consistent with CHA's PHA Plan. The selection under the prior competition must have occurred within three years of the PBV proposal selection date, and the earlier competition could not involve consideration that the project would receive PBV assistance.

On an ongoing basis, CHA may directly solicit proposal(s) from owners that qualify under this method and/or may review and consider proposal(s) solicited by project owners. In order for CHA to consider a proposal under this method, the owner must submit the following to CHA:

1. A description of the project including location, unit mix and type, as well as amount of proposed PBV units with sufficient detail to determine that the property is eligible

housing, complies with the cap on the number of PBV units per project, and meets the site selection standards;

2. Current operating budgets and operating proforma showing current and proposed rents, utility allowances, vacancy rates, and project expenses;
3. A description of the owner entity and any partners including the management team;
4. Description of the need for vouchers and services offers on site;
5. Any other additional information needed to make a determination that the project complies with CHA policy priorities, federal, state, and local laws.

If funds for project-based vouchers are available, CHA may select proposals that are consistent with the site selection standards, further compliment other local activities, and are consistent with CHA's PHA Plan. CHA shall provide prompt notice to the owner and public notice of its selection of units for PBV assistance under this selection method. Proposals selected under this method are subject to the NSPIRE inspection, subsidy layering review, environmental review, and all other applicable requirements noted above in the discussion of proposals selected under the Request for Proposals method.

Notice of Owner Selection

Within 30 business days of CHA Board approval of a PBV selection, CHA will notify the selected owner in writing of the owner's selection for the PBV program. CHA will also notify in writing all owners that submitted proposals that were not selected. Owners of rejected proposals will be offered an opportunity to discuss the rejection in person with CHA proposal evaluators.

22.4 HOUSING TYPE

CHA may attach PBV assistance for units in existing housing, newly constructed or rehabilitated housing developed under and in accordance with an Agreement to enter into a Housing Assistance Payments contract (AHAP) or Letter of Committment that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of selection, the units substantially comply with NSPIRE. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

22.4.1 Ineligible Housing Types

Unless waived by CHA's MTW policies, CHA may generally not attach or pay PBV assistance to:

- Shared housing units;
- Units on the grounds of a penal reformatory, medical, mental, or similar public or private institution;

- Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities);
- Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students;
- Manufactured homes; and
- Transitional housing.

In addition, CHA may not attach or pay PBV assistance for a unit occupied by an owner and CHA may not select or enter into an AHAP or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program.

22.4.2 Subsidized Housing

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

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

22.5 SUBSIDY LAYERING REQUIREMENTS

HUD or an independent entity approved by HUD (such as a state Housing Finance Agency, if the project includes both PBVs and Low-Income Housing Tax Credits) must conduct a subsidy layering review and determine that the PBV assistance is in accordance with HUD subsidy layering requirements. The subsidy layering review is intended to prevent excessive public

assistance for the housing by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

A further subsidy layering review is not required for housing selected as new construction or rehabilitation of housing, if HUD's designee (such as a state Housing Finance Agency, if the project includes both PBVs and Low-Income Housing Tax Credits) has conducted a review, which included a review of PBV assistance, in accordance with HUD's PBV subsidy layering review guidelines.

CHA will not enter into an AHAP, Letter of Commitment, or Housing Assistance Payments Contract for any new construction or rehabilitated PBV units until the subsidy layering review has been completed.

For existing housing units, a subsidy layering review is not required for units that will pass NSPIRE at execution of contract.

22.6 SITE SELECTION STANDARDS

22.6.1 General Standards

The following site selection standards at 24 CFR 983.57 will be considered by the CHA prior to approving a PBV Project:

1. Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
2. Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
3. Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;
4. Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
5. Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
6. If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, CHA should consider whether in the past five years there has been an overall decline in the poverty rate;
7. Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

22.7 SITE/NEIGHBORHOOD STANDARDS

CHA will, to the extent possible, take all reasonable steps to promote PBV participation in those sections of CHA's jurisdiction that have little to no affordable housing opportunities. With the exception of existing housing, PBV assistance will not be attached to any property that has not sought and obtained all required site approvals from the appropriate entity. Issuance of a building permit and/or receipt of a Certificate of Occupancy shall constitute affirmative evidence that the appropriate entity has provided public notice of the development, has accepted public input, and that the property meets all land use and environmental restrictions.

22.8 ENVIRONMENTAL REVIEW

Activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58.

The local governmental unit responsible (*responsible entity*) for the federal environmental review under the National Environmental Protection Act (NEPA) of 1969 (42 U.S.C. 4321 et seq.) will conduct environmental reviews in connection with the project-based program. If the responsible entity declines to do the review, then HUD may perform the environmental review itself.

The responsible entity will determine whether the existing housing is excluded from environmental review and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

CHA may not enter into an AHAP, Letter of Commitment, or HAP contract with an owner, and CHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expand program or local funds for PBV activites under this part until one of the following occurs:

1. The responsible entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and HUD has given a release of funds (RROF);
2. The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or
3. HUD has performed an environmental review under 24 CFR part 50 and has notified the PHA in writing of environmental approval of the site.

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

22.9 DWELLING UNITS

22.9.1 Inspections Standards

The inspections standards for the tenant-based program, including those for special housing types, generally apply to the PBV program (see **INSPECTIONS**).

Inspections requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

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

22.9.2 Lead-Based Paint

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

22.9.3 Housing Accessibility for People with Disabilities

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

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

22.10 PBV INSPECTIONS

NSPIRE standards for the tenant-based program, including those for special housing types, generally apply to the PBV program. See **INSPECTIONS**. NSPIRE requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

CHA staff and/or a contracted third party shall determine initial compliance with NSPIRE as noted in **Initial Inspection**.

For new construction, a Certificate of Occupancy issued by the appropriate city/town entity will be required prior to initial occupancy. For existing housing, the unit must pass an inspection by the appropriate city/town entity prior to initial occupancy.

22.10.1 Lead-Based Paint

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, the following apply:

- The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846),
- The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and
- Implementing regulations at 24 CFR part 35, subparts A, B, H, and R, and 40 CFR 745.227.

22.10.2 Pre-Selection Inspection

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

22.10.3 Pre-HAP Contract Inspections

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

22.10.4 Turnover Inspections

Before providing assistance to a new family in a contract unit, CHA must inspect the unit. CHA may not provide assistance on behalf of the family until the unit fully complies with NSPIRE.

22.10.5 Regular Inspections

At least once every 24 months during the term of the HAP contract, CHA must inspect a random sample consisting of at least 10 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with NSPIRE. Turnover inspections are not counted toward meeting this inspection requirement. If 20 percent or more of the sample of inspected contract units in a building fail the initial inspection, CHA will inspect 100 percent of the contract units in the building. See **Regular Inspections** in the Inspections chapter.

22.10.6 Alternative Inspections

In the case of mixed-finance properties that are subject to alternative inspections, CHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements.

22.10.7 Other Inspections

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

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

In conducting CHA supervisory quality control NSPIRE inspections, CHA should include a representative sample of both tenant-based and project-based units.

22.10.8 Inspecting CHA-Owned Units

CHA will obtain the services of an independent entity to perform all NSPIRE inspections in cases where an HCV family is receiving assistance in a CHA-owned unit.

The definition of a CHA-owned unit can be found in the **GLOSSARY** under PHA-Owned Unit.

22.11 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

In order to offer PBV assistance in rehabilitated or newly constructed units, CHA must enter into an agreement to enter into HAP contract (which will take the form of either an AHAP or Letter of Commitment, as described below) with the owner of the property before any demolition, construction, or rehabilitation takes place.

For the purposes of this section commencement of construction occurs when excavation, or site preparation (including clearing of the land) begins. This requirement only applies to non-existing PBV Units.

22.11.1 Agreement to Enter into a HAP Contract (AHAP) of Letter of Committment

The Agreement to enter into HAP contract (AHAP) or Letter of Committment must describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the PBV program:

- Site;
- Location of contract units on site;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant;
- Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements

must be included in the description of work to be performed under the Agreement, as specified in paragraph (c)(i)(viii) of this section.

- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications, and plans. If the Agreement is for new construction, the work description must include the working drawings and specifications.
- At a minimum, the housing must comply with the NSPIRE. CHA may elect to establish additional requirements for quality, architecture, or design of PBV housing, over and above the NSPIRE, and any such additional requirement must be specified in the Agreement.

22.11.2 Labor Standards

If an AHAP or Letter of Committment covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must comply with the Davis-Bacon Act in relation to wages paid to laborers and mechanics employed in the development of housing. Where applicable, the Agreement will include the labor standards clauses required by HUD for insertion into contracts with contractors and subcontractors, such as those involving the Davis-Bacon Act.

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

22.11.3 Equal Opportunity

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

22.11.4 Evidence of Completion

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

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

CHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. CHA will specify any additional documentation requirements in the AHAP or Letter of Commitment.

22.11.5 CHA Acceptance of Completed Units

Upon notice from the owner that the housing is completed, CHA will inspect to determine if the housing has been completed in accordance with the AHAP or Letter of Commitment, including compliance with NSPIRE and any additional requirements imposed under the AHAP or Letter of Commitment. CHA will also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Letter of Commitment or AHAP, CHA will not enter into the HAP contract.

If CHA determines the work has been completed in accordance with the Letter of Commitment or AHAP and that the owner has submitted all required evidence of completion, CHA will submit the HAP contract for execution by the owner and will then execute the HAP contract.

22.12 HOUSING ASSISTANCE PAYMENTS CONTRACT

CHA will enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

> ***MTW Policy***
>
> **Applicable to:** All MTW PBV households
>
> **Description:** CHA may utilize a modified version of the HAP contract to incorporate CHA's MTW policies.

22.12.1 Contract Information

The HAP contract will specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;

- The HAP contract term; and
- The initial rent to owner for the first 12 months of the HAP contract term.

22.12.2 Execution of the HAP Contract

HAP contracts are executed as soon as possible but in no event shall they be executed prior to all units passing an NSPIRE inspection. In cases where the HAP contract is a multi-stage HAP contract, all units for each stage must pass NSPIRE prior to execution of that stage of the HAP contract.

22.12.3 Term of HAP Contract

All HAP contracts are executed for a period that is no less than one year and no more than 20 years and options to renew are at the discretion of CHA.

22.12.4 Insufficient Funding

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, CHA may terminate the HAP contract by notice to the owner. Alternatively, CHA may implement an across-the-board reduction in HAP. In the event of an across-the-board reduction in HAP, CHA may permit an affected landlord to terminate the HAP contract; in this case, families living in the contract units must be offered tenant-based assistance.

22.12.5 Contract Termination or Expiration

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

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner’s required notice period ends. CHA must provide the family with a voucher and the family must also be given the option by CHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the CHA HCV

tenant-based program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

22.12.6 Remedies for NSPIRE Violations

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

CHA will abate and terminate PBV HAP contracts for non-compliance with NSPIRE in accordance with the policies used in the tenant-based voucher program.

22.12.7 Amendments to the HAP Contract

Amendments from Owners

CHA may allow owners to amend the HAP contract at any time to complete one of the two actions below:

1. Substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit; or
2. Add additional contract units in the same building.

CHA must inspect substituted units prior to occupancy and the rent must be reasonable. CHA must approve the unit substitution or addition to the contract before amendments may be finalized.

If the owner proposes substantial renovations to an assisted unit, CHA may allow owners to temporarily substitute a unit with the same number of bedrooms in a different building for a previously covered unit, subject to the following:

1. CHA must inspect the substituted unit prior to occupancy;
2. CHA will honor the rent of the original unit, provided that it meets CHA's rent reasonableness standards;
3. CHA and the owner must enter into a memorandum of understanding that specifies the duration of the substitution and the location of the substituted units; and
4. The owner must comply with the Uniform Relocation Act (49 CFR Part 25) and certify to CHA that the site of the project:
    a. Was without occupants eligible for relocation assistance; or
    b. Had occupant eligible for assistance.

Amendments from CHA

If any contract units have been vacant for 120 days or more since the owner notice of vacancy, CHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period. Owners must notify CHA of any vacancy within five business days of the notice of or actual vacancy.

> ***MTW Policy***
>
> **Applicable to:** All MTW PBV households
>
> **Description:** CHA may, with written agreement from the owner, amend the HAP contract to add additional PBV units to the contract at any time throughout the term of the HAP contract.
>
> CHA has also waived the maximum amount of PBV assistance and cap on PBV assistance; thus, these limits do not apply when adding units to the HAP contract.
>
> CHA's Expiring Use Preservation program is a separate MTW initiative that utilizes a modified HAP contract. Most notably, the contract allows for *backup* vouchers for the life of the contract. These *backup* vouchers may be added to the contract in subsequent stages by amending Exhibit A, as existing residents leave the building. See sections on **Expiring Use Preservation And Component II RAD Conversions** and **Housing Assistance Payments Contract**.

22.12.8 HAP Contract Year, Anniversary, and Expiration Dates

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

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

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

22.12.9 Owner Responsibilities under the HAP

When the owner executes the HAP contract they certify that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with NSPIRE;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;

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

22.12.10 Housing Quality and Design Requirements

The owner is required to maintain and operate the contract units and premises in accordance with NSPIRE, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with CHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

CHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Letter of Commitment or Agreement and the HAP contract. These requirements must be in addition to, not in place of, compliance with NSPIRE. CHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. CHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the Agreement to enter into HAP contract or Letter of Commitment, and the HAP contract.

22.12.11 Vacancy Payments

At CHA's discretion, the HAP contract may provide for vacancy payments to the owner for a CHA-determined period of vacancy extending from the beginning of the first calendar month

after the move-out month for a period not exceeding two full months following the move-out month. CHA will decide on a case-by-case basis if CHA will provide vacancy payments to the owner. See **VACANCIES AND VACANCY PAYMENTS**.

22.13 DETERMINING RENT TO OWNER

22.13.1 Determining Initial PBV Contract Rent

MTW Policy

Applicable to: All MTW PBV households

Description:

The amount of the initial rent to an owner is determined at the beginning of the HAP term and is expressed as a dollar amount and percentage of FMR.

Through its MTW authority, CHA does not cap the rent to owner at 110% of FMR or the tax credit rent (as applicable).

However, the gross rent for the unit must be determined reasonable in accordance with CHA's **RENT REASONABLENESS** policies.

Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

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

22.13.2 Reasonable Rent

CHA must determine reasonable rent in accordance with its **RENT REASONABLENESS** policy. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where CHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If CHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordable with HUD requirements;
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to prohibition of excess public assistance;

- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant.

CHA-Owned Units

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

Owner Certification of Reasonable Rent

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

22.13.3 Use of FMRs, Exception Payment Standards, and Utility Allowances

When determining the initial rent to owner, CHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, CHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. However, upon written request by the owner, CHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. CHA will review and make a decision based on the circumstances and merit of each request.

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

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

22.13.4 Redetermination of Rent

Rent may be renegotiated at the end of any contract term.

Rent Increase

The PBV owner must request rent increases in writing at least 90 days prior to the anniversary date of the HAP contract. If a rent increase is properly requested and it is determined that the owner is in compliance with NSPIRE, CHA will adjust all of the rents covered by the HAP contract by the applicable Operating Cost Adjustment Factor (OCAF) but will not exceed the initial percent of FMR at the time of contract execution. The owner may not receive any retroactive increase of rent for any period of noncompliance. No additional increases or special adjustments are allowed.

Rent Decrease

PBV rents can be decreased (at CHA's discretion) if it is determined that the reasonable rents in the locale have in fact decreased.

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where CHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

The rent to owner is redetermined by written notice by CHA to the owner specifying the amount of the redetermined rent. CHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract. CHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

22.13.5 CHA-Owned Units

For CHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. CHA must use the rent to owner established by the independent entity.

22.13.6 Effect of Other Subsidy and Rent Control

In addition to the rent limits discussed above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance.

Other Subsidy

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

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

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

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;

- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy

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

Rent Control

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

22.14 HOUSING ASSISTANCE PAYMENTS

During the term of the HAP contract, CHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with NSPIRE and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and CHA agree on a later date.

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

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

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

22.15 VACANCIES AND VACANCY PAYMENTS

22.15.1 Filling Vacancies

The owner must promptly notify CHA in writing of any vacancy or expected vacancy in a contract unit promptly of learning about any vacancy or expected vacancy. After receiving such notice, CHA must make every reasonable effort to refer a sufficient number of families to the owner promptly. CHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

22.15.2 Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 days, CHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. CHA will provide the notice to the owner, and the amendment to the HAP contract will be effective the first day of the month following the date of CHA's notice.

22.15.3 Vacancy Payments

If stipulated in the HAP contract, owners of PBV units may access a vacancy payment of up to 80% of the contract rent at the end of the participant's residency regardless of whether the participant vacates without notice. CHA will make determinations on whether to approve vacancy payments on a case-by-case basis.The following conditions apply:

- The owner must notify CHA and make the request for vacancy payment within 30 days of the participant vacating the unit.
- The payment is made once the new voucher participant has moved into the apartment.
- If the new participant is leased within the following month, the vacancy payment is prorated.
- If at any time it is determined that CHA caused an extended vacancy, CHA may, at its discretion, agree to one additional vacancy payment.

22.16 PBV WAITING LISTS

There are three types of waiting lists for CHA-assisted PBV sites:

1. **CHA-Maintained Site-Based Waiting Lists (SBWLs):** these waiting lists are maintained and managed by CHA and are organized according to the policies outlined in **Organization of the Waiting List for Site-Based PBV Waiting Lists**. Applicants may apply to these waiting lists via CHA's online application (www.cambridge-housing.org/applicants).

   See section on **CHA-Maintained Site-Based Waiting Lists**.

2. **Owner-Managed Waiting Lists:** these waiting lists are maintained and managed by individual PBV owners. Selection policies and procedures are administered in accordance with site-specific policies (i.e. the site's Tenant Selection Plan or similar document). Applicants must apply to these sites directly by contacting the owner and completing an application via the specified means.

   See section on **PBV Sites with Owner-Managed Waiting Lists**.

3. **Referral-Based PBV units:** certain PBV units may be filled by eligible applicants who have been referred to CHA by a partnering service organization or consortia of organizations with which CHA has executed an agreement for the provision of servies and/or other supports.

   See section on **Referral-Based Programs**.

The following sections will describe the selection policies for each type of waiting list.

22.16.1 CHA-Maintained Site-Based Waiting Lists

CHA maintains site-based waiting lists (SBWLs) for certain PBV sites or groupings of PBV sites. A list of PBV sites with CHA-maintained SBWLs is provided on CHA's website and in CHA's online waiting list application.

- **Local Preferences:** the **LOCAL PREFERENCES** outlined in the **APPLICATIONS, WAITING LIST, AND TENANT SELECTION** chapter also apply to PBV units for which CHA maintains a SBWL.
- **Opening and Closing of CHA SBWLs:** CHA may open and close SBWLs, as needed, to maintain an adequate number of applicants to fill anticipated vacancies. CHA will follow policies on opening and closing the waiting list as stated in **MANAGING THE WAITING LIST**. Additionally, CHA will notify the public in accordance with CHA's Affirmative Marketing Plan (see **APPENDIX D: AFFIRMATIVE MARKETING PLAN**) when waiting lists are open and closed.
- **No Available Applicants on the SBWL:** if an owner is attempting to fill a PBV unit at a site subject to a CHA-maintained SBWL and there are no available names on that individual SBWL then CHA will combine all other SBWL lists with the applicable eligibility criteria (i.e., elderly/disabled, family) and refer applicants according to the applicable hierarchy outlined in **Organization of the Waiting List for Site-Based PBV Waiting Lists.**
- **Sites where a SBWL has not been established:** for certain PBV properties or groupings of properties subject to being filled through CHA's waiting lists but where an individual SBWL has not been established, CHA will select applicants from the TBV waiting list and refer interested applicants to the property for screening.

Organization of the Waiting List for Site-Based PBV Waiting Lists

CHA will organize each SBWL according to the hierarchy found below (unless CHA is required to make exceptions to this hierarchy to satisfy income targeting or targeted funding requirements, as noted in **Exceptions to the Waiting List Order**).

1. **Emergency Status.** Applicants with an approved Emergency Status and applicants or participants in any CHA housing program with a certified VAWA claim.
2. **Reasonable Accommodation.** Current CHA HCV, RAD, Section 18, or public housing participants with an approved Reasonable Accommodation.
3. **Over-Housed or Accessibility Transfers.** Current participants who are in a unit that is too large for their household size; or participants are in an accessible unit but not in need of the accessible features of that unit.
4. **Current Tenant-Based Voucher participants who are on the SBWLs.**
5. **Current PBV or Preference Applicants on the Waiting list.** Current PBV participants or applicants on the Tenant-Based voucher waiting list with a preference. See **LOCAL PREFERENCES.**
6. **Non-Preference Applicants on the Waiting list.** Applicants on the SBWL without a preference.

Additional Requirements / Exceptions to the Waiting List Order

In addition, the following requirements apply and may supersede the hierarchy above, where applicable:

- **Preference Limits:** Where applicable, CHA will select tenants using any other preferences imposed by the state. For PBV owners with units regulated by an outside agency that use preference limits, PBV owners are required to monitor and notify CHA when a particular unit must have the other preferences applied. Upon request from the owner, CHA will remove preferences from that SBWL and order only by date and time of application, in the event that the limit is reached.
- **In-Place Families:** An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by CHA is considered an *in-place family*. These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on CHA's waiting list. Once the family's continued eligibility is determined (CHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 24 CFR 982.553), the family will be given an absolute selection preference and CHA will refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements. This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.
- **Other Site or Unit-Specific Requirements**: certain PBV sites or PBV units may have additional site or unit-specific requirements according to the individual site's TSP or related requirements. If a PBV unit or set of units at a PBV site are restricted to applicants with incomes at a lower percentage of AMI than the applicable HCV income limit for that site, and there are other CHA-assisted PBV units at the site that are not limited to that lower percentage of AMI, then the applicant may remain on the waiting list for that site until an appropriate unit is available.
    - For example: An applicant selected for a PBV unit has income below 50% AMI and is determined eligible for HCV assitance. However, pursuant to the PBV site's TSP, the available unit they have been selected for is restricted to applicants with incomes at or below 30% AMI. There are additional units at this site and on the same PBV contract that do not have the 30% AMI restriction, but none of those units are currently vacant/available for occupancy. In this case, the applicant must be rejected for the 30% AMI unit due to not meeting the income requirements for the particular unit; however, the applicant may remain on the waiting list for that PBV site until an appropriate unit becomes available (i.e. a unit without the 30% AMI restriction).

Accessible Units

CHA will use the hierarchy outlined below for offer of vacant PBV accessible units. For these units, it shall be the policy of CHA to seek out those households from its SBWLs that require the features and refer those applicants ahead of all other applicants. For households within the same category, CHA will offer the vacant accessible units based on preference, date and time of application/transfer request and unit size.

1. CHA currently-assisted TBV, PBV, RAD, Section 18, and public housing households that require the accessible features of the unit.
2. Unassisted applicants from the individual site's SBWL waiting list that require the accessible features of the unit.
3. Unassisted applicants from the TBV waiting list and/or any other SBWLs that require the accessible features of the unit.
4. All other applicants in the manner defined in **Organization of the Waiting List for Site-Based PBV Waiting Lists.**

When it becomes necessary to offer an accessible apartment to a an applicant that does not require the accessible features of the unit, CHA will require the household to agree, in writing, to move to an available non-accessible apartment within thirty (30) days from when the accessible features of the apartment are needed by a current household or an applicant from the waitlist.

Selection and Screening Procedures for CHA-Maintained SBWLs

The following procedures apply to selection and screening for PBV sites with CHA-maintained SBWLs:

1. **Notification of Vacancy:** when a vacancy or anticipated vacancy exists at a PBV site the owner must notify CHA staff of the vacancy timely, and CHA will refer the top applicants on the applicable SBWL to the owner.
2. **Notification to Applicants:** PBV owners are required to contact potential applicants from the waiting list(s) by first class mail or other CHA-approved means. The letter from the owner must acknowledge receipt of the applicant's name from CHA and failure to respond to the contact may result in their removal from the waiting list as well as from other CHA waiting lists.
3. **Outcome of Outreach Efforts:** The owner will notify CHA of the outcome of all applicant outreach efforts and provide copies of letters and other relevant communications to CHA upon request. Once notified by the owner, CHA will update the waiting list and applicant records accordingly.
    a. See **Removal from the Waiting List** for policies regarding removal from the waiting list(s).

b. See also **Requests for Reinstatement** for information for applicants requesting reinstatement on the waisting list(s) following removal.

4. **Owner Screening:** The owner will screen all applicants in accordance with site-specific requirements. However, an applicant's failure to meet site-specific requirements may not necessarily affect an applicant's eligibility for other PBV sites or other forms of HCV assistance.

    a. See **Removal from the Waiting List** sections on *Applicant Denied by PBV Owner – Site-Specific Requirement* for more information.

5. **Collection of Documentation to Determine Eligibility:** In addition to site-specific requirements, the owner will collect all CHA-required documentation to confirm the applicant's preference status (if applicable) and information and documentation needed to confirm the applicant's eligibility and calculate annual income, tenant rent, and subsidy. Additionally, the owner must confirm that the contract unit to be leased to the family must be the appropriate size unit for the size of the family, based on CHA's **SUBSIDY STANDARDS**.

6. **Eligibility Screening:** Once an owner informs CHA that they have selected and approved a household for a PBV unit, the owner will forward all collected applicant information and documentation to CHA. CHA will screen the applicant for program eligibility and make a final eligibility determination. No participant may be approved for move-in until CHA has determined eligibility and the unit has passed inspection.

    a. **Verification of Preference (if applicable):** If it is determined that an applicant does not qualify for a preference for which they self-certified then CHA shall notify the applicant and make the appropriate changes on all waiting lists.

    Applicants who do not meet the preference(s) claimed on their application will not be denied or removed from the waiting list based on failure to meet the preference; however, the preference(s) will be removed from their application(s) and they will be re-ordered to the appropriate position on the waiting list(s), and they may no longer qualify for the original unit for which they were originally selected until their re-sequenced application rises to the top of the waiting list.

    If the owner fails to verify the applicant's preference status prior to selecting the applicant for a PBV unit and CHA later determines the applicant does not qualify for a preference, CHA will be unable to lease the applicant into the unit.

7. **Notification of Final Outcome:** CHA will notify the applicant and the owner of the final eligibility determination and the approved move-in date.

    a. If the applicant is denied by CHA, CHA will notify the applicant in accordance with the policies in **DENIAL OF ASSISTANCE**.

22.16.2 PBV Sites with Owner-Managed Waiting Lists

The following sites and organizations will maintain their own PBV waiting lists and will make referrals to CHA for eligibility screening and final determination. These sites are generally not subject to the waiting list hierarchy referenced above, local preferences, or other tenant selection policies set forth in this chapter; however applicants must still be screened by CHA and meet all program eligibility requirements.

Sites with owner-managed PBV waiting lists include:

- CASCAP:
    - 165 Western Ave
    - 196-198 Auburn St
    - 2595 Massachusetts Ave
    - 35 Harvey St
    - 396-398 Putnam Ave
    - 411 Cambridge St
    - 47-49 Lee St
    - 803 Cambridge St
- Heading Home:
    - Rindge House (117 Rindge Ave.)
    - McKay House (265 Rindge Ave.)
    - *Note: both sites are PBV SRO units and will be filled through the Cambridge Continuum of Care (CoC) coordinated access process.*
- Neville Place
    - *Note: In addition to the 30 PBV units, five additional units are leased as MTW Special Admissions as tenant-based vouchers, used at the discretion of Neville's Director for the higher-rate memory loss units.*
- The following properties converted to PBV assistance under CHA's Expiring Use Preservation program:
    - Brookside Terrace
    - Chauncy House
    - Cleaves Court
    - Coes Pond
    - Harwell Homes

- Landfall Apartments
- Louis Barett Residences
- Madison Park III
- Mass Pike Towers
- Quincy Tower
- Smith House
- St. Stephen's

22.16.3 Referral-Based Programs

Certain CHA-assisted PBV units may be filled by eligible applicants who have been referred to CHA by a partnering service organization or consortia of organizations such as the Cambridge Continuum of Care's (CoC) Coordinated Access Network (C-CAN), the Department of Mental Health (DMH), Transition House, or other partnering organizations with which CHA has executed an agreement with for the provision of services and/or other supports.

22.17 SCREENING

CHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. CHA will not conduct screening to determine a PBV applicant family's suitability for tenancy, unless CHA is also the owner in which case CHA will screen the applicant in accordance with the site's tenant selection policies. The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to factors such as:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

22.17.1 Eligibility Determination

All of the provisions pertaining to program eligibility found in **ELIGIBILITY** apply to the PBV program.

CHA will notify the applicant and the owner of the final eligibility determination and the approved move-in date.

- If the family is eligible for assistance, the owner or CHA (as applicable) will notify the family and schedule an appointment to attend a program briefing or orientation session, as applicable.

- If the applicant is denied by CHA, CHA will notify the applicant in accordance with the policies in **DENIAL OF ASSISTANCE.**
- If CHA determines that a household is not eligible for any reason, the household has a right to an informal review as noted in **INFORMAL REVIEWS – APPLICANTS**; however, the owner is not required to hold the unit vacant until the outcome. Should the ineligibility determination be reversed, the applicant will be placed back on all HCV waiting lists in the same position they were in at the time of the finding of ineligibility. If the original unit is still available at the time the determination is reversed, CHA will lease the applicant up as expeditiously as possible. In these instances, CHA will endeavor to expedite the informal review process.

See **Removal from the Waiting List** for policies regarding removal from the waiting list(s) for applicants who are denied by CHA.

22.18 OFFER OF PBV ASSISTANCE

22.18.1 Refusal of Offer

For applicants on CHA-maintained SBWLs, if an applicant refuses a PBV offer without good cause, CHA will remove the applicant from that PBV site-based waiting list; however, the applicant may retain their position on all other waiting lists. The applicant may reapply if the applicable SBWL is open; however, the applicant will receive a new date and time of application.

See **Removal from the Waiting List** for policies regarding removal from the waiting list(s) for applicants who refuse an offer of a PBV unit without good cause.

22.18.2 Good Cause Refusal of PBV Units

Applicants may refuse to accept a unit offer for *good cause*. If a good cause for refusal is verified by CHA, applicants/tenants may retain their position on the PBV site-based waiting list. There are two types of good cause:

1. Situations in which an applicant/tenant is willing to move but is unable to do so at the time of the unit offer (e.g., the applicant/tenant is in the hospital or is serving on a sequestered jury);
2. Situations in which the applicant/tenant demonstrates that acceptance of the offer would cause undue hardship not related to considerations of the applicant's race, color, national origin, etc.

Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

1. Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, such that accepting the unit offer would require the adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;

2. The family demonstrates to CHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
3. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on the final application or Lease) or live-in aide necessary to the care of the principal household member;
4. The unit is inappropriate for the applicant's/tenant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

CHA will require documentation of good cause for unit refusals and will verify all claims of good cause. Good cause refusal policies may also be applied to unit offers related to applicable transfers.

22.18.3 Disapproval by Landlord

If a PBV owner rejects a family due to failure to meet site-specific screening requirements then the family shall be removed from the SBWL for which the family was rejected by the owner. However, such rejection shall not affect the family's position on the tenant-based voucher waiting list or other SBWLs that they may be on.

Owners must retain documentation used to screen and determine suitability and must promptly notify, in writing, any rejected applicant of the grounds for any rejection. If requested by CHA owners must supply CHA with information regarding the rejection of the applicant, in order for CHA to determine compliance with the owner's TSP and fair housing requirements.

Applicants who are rejected by the owner are not entitled to an informal review with CHA.

22.19 OCCUPANCY

22.19.1 PBV Lease

After an applicant has been selected from the waiting list, determined eligible by CHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of PBV Lease

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease

must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. CHA will not review the owner's lease for compliance with state or local law.

PBV Lease Requirements

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

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

Tenancy Addendum

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by CHA (the names of family members and any CHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

22.19.2 Initial Term and Lease Renewal

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

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

22.19.3 Changes in the PBV Lease

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give CHA a copy of all changes.

The owner must notify CHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by CHA and in accordance with the terms of the lease relating to its amendment. CHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

22.20 RENT CALCULATION, CONTINUED OCCUPANCY, AND RECERTIFICATION

Generally, all of the provisions found in **CALCULATING FAMILY SHARE AND SUBSIDY** and **CONTINUED OCCUPANCY AND REEXAMINATIONS** of this Administrative Plan apply to the PBV Program. However, differences between the tenant-based program and the PBV program are as follows:

1. The payment standard to be used for rent calculation for a PBV unit is equal to the gross rent of the unit in which the participant resides (Contract Rent to Owner + Utility Allowance = Gross Rent).
2. The utility allowance to be used is based on the size of the PBV unit in which the participant resides.
3. Provided that the household is properly housed and the household is not a mixed family, the family share of the rent plus utilities should not exceed their total tenant payment (TTP).
4. Treatment of over- and under-housed families (see **Under-Housed, Over-Housed, and Accessible Units**).

22.20.1 Other Fees and Charges

Meals and Supportive Services

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

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

Other Charges by Owner

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

22.21 MOVES

22.21.1 Under-Housed, Over-Housed, and Accessible Units

Under-Housed Units

If CHA determines a unit is under-housed (overcrowded) based on CHA's subsidy standards but does not violate the NSPIRE space standards, CHA may choose not to take any action. The family, however, may apply for a larger unit size, or if CHA does not have an appropriately sized larger unit, the family may apply for a tenant-based voucher when the waiting list is open.

If, however, CHA determines a unit is under-housed and violates NSPIRE standards, the family must move out of the unit as soon as possible. CHA will offer one of the following:

1. Another unit of appropriate size (if available), in which case the family must move within 30 days; or
2. A tenant-based voucher, in which case the family will have 120 days to move.

If a family is required to move from an overcrowded unit and does not move out within the applicable time frame, CHA may terminate the family's assistance. CHA may make exceptions to this period for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Over-Housed Units

If household composition decreases to the point where the household is over-housed (under-occupied), the family will be required to relocate (or demonstrate a good-faith effort to relocate) to an appropriately sized unit prior to their next regular recertification, otherwise they may be charged an *under-use* fee if applicable.

MTW Policy

Applicable to: All PBV-assisted households*

**Note: original tenants of Expiring Use Preservation sites may be subject to alternative policies, in accordance with the individual property's Preservation Agreement, if applicable.*

Description: Any household that is determined to be over-housed at the time of their next regular recertification will be assessed an *under-use fee* for the underutilization of the PBV unit that they occupy.

To calculate the *under-use fee*, the household's total tenant payment (TTP) shall be increased by 20 percent. The fee will be applied at the household's next regular recertification.

The *under-use fee* only applies to the current unit where the household is over-housed. If the household moves to an appropriately sized unit then the under-use fee terminates.

Additionally, households that can demonstrate an upcoming transfer (within a reasonable timeframe) may have the *under-use fee* waived.

When CHA discovers a family is over-housed, CHA will provide the family with an opportunity to be:

1. Placed on a SBWL with an over-housed preference; and/or
2. Placed on the tenant-based waiting list.

The participant will have a waiting list preference for being over-housed. If the family demonstrates a good-faith effort to move to an appropriately sized unit, but no appropriately sized unit is available, then CHA may waive the *under-use fee*.

In cases where a tenant-based voucher is issued, all regular tolling/suspension provisions apply. If the voucher expires before the family relocates, they may reapply for a tenant-based voucher and may be assessed the under-use fee.

See policies on **CHA'S EXPIRING USE PRESERVATION PROGRAM** for applicable guidance for over-housed families at Expiring Use sites with preservation agreements.

Accessible Units

CHA will require PBV families who accept an offer for leasing in an accessible unit to sign a Lease Addendum with the following requirements that the family agrees to move when:

1. A disabled person needs the accessibility features of the premises described; and
2. Another unit of appropriate size is available for the undersigned tenant family and they are given 30 days to move; or
3. CHA offers the family a tenant-based voucher and allows them 120 days to move.

For families that receive a tenant-based voucher and it expires, CHA will automatically place the family on all SBWLs that have a unit of an appropriate size for the household's current composition when the family vacates the apartment within 30 days after the expiration of the voucher.

For a family that requires an accessible unit, the family agrees to move under the lease addendum if:

1. The accessibility features of the unit are no longer needed, pursuant to federal regulations at 24 CFR 983.260; and a disabled person needs the accessibility features of the premises described; and
2. Another unit of appropriate size is available for the undersigned tenant family and they are given 30 days to move; or
3. CHA offers the family a tenant-based voucher and allows them 120 days to move.

For families that receive a tenant-based voucher and it expires, CHA will automatically place the family on all SBWLs that have a unit of an appropriate size for the household's current

composition when the family vacates the apartment within 30 days after the expiration of the voucher.

If a family is required to move from an accessible unit and does not move out within the applicable time frame, CHA may terminate the family's assistance. CHA may make exceptions to this period for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

If during the tenancy, the participant or a member of the participant's household becomes disabled and requires the accessibility features of the unit, the family may stay in the unit so long as the need is verified by a knowledgeable provider and need continues to exist.

22.21.2 Family Right to Move

If the family wishes to move with continued tenant-based assistance, the family must request a TBV from CHA. If the family is eligible to receive a TBV (see requirements below) and no vouchers are available, the family will be placed on the waiting list with priority to receive a TBV when vouchers are available.

In order to be eligble to receive priority for a TBV the family must have resided in their PBV unit for the required amount of time, as applicable, as noted below.

MTW Policy

Applicable to: All PBV-assisted households*

**Note: original tenants of certain Expiring Use Preservation sites may be subject to alternative policies, in accordance with the individual property's Preservation Agreement, if applicable.*

Description: Households residing in PBV units may not request or receive priority for a tenant-based voucher until two years after initial occupancy.

After two years of occupancy, all PBV households are eligible to request a tenant-based voucher. The family must request a tenant-based voucher in writing. CHA will place these families on the TBV waiting list with the applicable preference if they are in good standing. For the purposes of a PBV household requesting a tenant-based voucher, a household in good standing is a household that:

1. Has not been the subject of a court-issued execution within the past 12 months;
2. May have an active repayment agreement and has made payments during each month for the last three months; and
3. Is not the subject of a current CHA action to terminate.

Households meeting the applicable criteria above will receive priority on the waitlist to receive a tenant-based voucher according to the hierarchy outlined in **Organization of the Waiting List - Tenant-Based Waiting List**.

Tenant-based vouchers will be issued subject to funding availability as determined by the Director of Leased Housing or their designee. If tenant-based vouchers are available, the household must be ready, willing, and able to immediately accept the voucher.

Once received, all regular voucher issuance policies apply. While normal tolling/suspension provisions apply, the tenant-based voucher will not otherwise be extended if the household has not found a unit prior to expiration. If the voucher expires before the household is able to locate a unit, the household will not be eligible to be issued another tenant-based voucher for 24 months from the issuance of the expired voucher.

22.21.3 Emergency and VAWA Moves

Households requiring a move because of emergency circumstances may be moved to another project-based unit or given a tenant-based voucher. If the household receives a voucher it will be valid only for 120 days from issuance. However, CHA may offer the household an extension or may provide the household with other comparable assistance through the tenant-based rental assistance or public-housing programs.

Except where special consideration is needed for the project-based voucher program, CHA will follow its Violence Against Women Act Policy, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA.

When the victim of domestic violence, dating violence, sexual assault, or stalking has lived in the unit for less than one year, CHA will provide several options for continued assistance. CHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where CHA has PBV units. CHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance or assistance in CHA's public housing program. Such a decision will be made by CHA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. CHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, and stalking in both its HCV and public housing programs in order to expedite this process. See CHA's Violence Against Women Act Policy.

If a victim wishes to move after two years of occupancy in the unit, but no tenant-based vouchers are available, CHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where CHA has PBV units. CHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to the CHA's public housing program. CHA's public housing ACOP has a waiting list preference for applicants with an Emergency Status, which includes victims of domestic violence, dating violence, sexual assault, and stalking, in order to expedite this process.

22.22 TERMINATION OF TENANCY

The owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see **DENIAL AND TERMINATION OF ASSISTANCE**), except that in the PBV program, terminating tenancy for *good cause* does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Generally, the household may terminate the lease at any time after the initial term. The household must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to CHA. Once a household terminates the lease, the household will no longer be part of the PBV program.

22.22.1 Tenant Absence from the Unit

If a family is absent from the unit for 90 cumulative days during any 12-month period without good cause (see details under **Absence from the Unit** in the Continued Occupancy and Reexaminations chapter), the family's assistance will be terminated. The unit will not be terminated from the HAP contract unless the family is absent for longer than the maximum period permitted.

22.22.2 Continuation of Housing Assistance Payments

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

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

22.23 CHA'S EXPIRING USE PRESERVATION PROGRAM

MTW Policy

Applicable to: CHA Expiring Use Preservation Program

Description: Under CHA's Expiring Use Preservation Program, CHA works with owners of affordable housing properties to convert Enhanced Vouchers (EVs) –

that have been triggered by qualifying events such as a mortgage pre-payment or expiration of a prior subsidy program or other qualifying activities – to PBV assistance, thereby ensuring the ongoing long-term affordability of these units. See additional details below.

CHA converts enhanced vouchers to project-based vouchers for private affordable properties with maturing mortgages, the expiration of an existing affordability program or other qualifying activities. Upon expiration of the subsidies, HUD provides CHA with Enhanced Vouchers to provide to eligible residents who remain at the property. If the resident leaves the original unit, the Enhanced Voucher converts to a mobile voucher and the original unit would otherwise become an unsubsidized market rate unit.

For expiring use preservation projects, CHA is using MTW authority to project-base the Enhanced Vouchers that become available when the subsidy contracts come to an end taking into account resident preference (in the Component II RAD Conversions the vouchers become project-based automatically regardless of resident preference).

To efficiently administer some of the projects, the CHA has entered into partnerships with other local housing authorities outside of Cambridge. The details of each expiring use preservation project are spelled out in several documents including the *Resident Disclosure, Policy Statement, and Agreement*, the *Fee Agreement* entered into with the owner, and in the case of a partnership with another local housing authority, the *Memorandum of Understanding*.

Expiring use preservation properties and properties which have undergone Component II RAD conversions are subject to CHA project-based policies, except where noted here or as otherwise noted in the Preservation agreement for the individual site, if applicable. Outlined below are the policies which may differ from the standard CHA PBV policies, but any and all project-specific variations must be spelled out in the preservation agreement:

1. Owners with properties outside of Cambridge generally will maintain and manage their own site-based waiting lists (SBWLs) in accordance with their CHA-approved tenant selection plan, including but not limited to policies on opening and closing the waitlist, preferences, placement on and selection from the waitlist. CHA or a partner agency will audit the waiting list in accordance with the project agreement.
2. Families may request tenant-based vouchers after one year of occupancy if included in the project's Preservation Agreement.
3. Policies for families that are over-housed will be covered in the Preservation Agreement.
4. Families that select enhanced vouchers and who are over-/under-housed will be subject to the applicable enhanced voucher regulatory requirements.

22.23.1 Housing Assistance Payments Contract

CHA uses a modified HAP contract for its local PBV Program and its MTW Expiring Use Preservation Program, both of which may be modified for individual projects at CHA's discretion.

CHA reserves the right to modify the policies and terms of the HAP contract consistent with the demands of the project, special program, and/or CHA's MTW authority.

Most notably, the modified HAP contract includes an exhibit which, if specified, may allow for *backup* vouchers to be added to the contract upon turnover. These *backup* vouchers are added to the contract in subsequent stages by amending Exhibit A, as existing residents leave the building.

EXAMPLE: CHA enters into a HAP contract for the expiring use preservation program that calls for a total of 100 PBV units. At the time of contract execution, 20 families have opted to retain an enhanced voucher or were not eligible to participate. Therefore, the initial stage of the contract will list 80 contract units and 20 will be listed as *backup* units. As each of the 20 families move, CHA and the owner will execute a new stage that will add an additional unit to the contract.

22.23.2 Rent Calculation, Continued Occupancy, and Recertification

Generally, except where noted in the Preservation Agreement, all of the provisions for project-based rent calculation, continued occupancy, and recertification apply to Expiring Use Preservation and Component II RAD Conversions.

22.24 Project-Basing VASH Vouchers

CHA is authorized to project-base its tenant-based VASH vouchers without additional HUD review or approval in accordance with Notice PIH 2017-21 and all PBV program requirements, provided that the VAMC will continue to make supportive services available. If CHA project-bases VASH vouchers, CHA will consult with the partnering VAMC or DSP to ensure approval of the project or projects.

Additionally, as permitted under the Revised VASH Implementation Notice (FY-6476-N-01), CHA may select one or more PBV projects with units made exclusively available to VASH families on the site of a VA facility without a competitive process.

If VASH supportive services are available at the VASH-PBV project, CHA may admit a family whose total tenant payment (TTP) exceeds the gross rent (i.e., zero HAP) if they are otherwise eligible for VASH (see the section on VASH under **DENIAL OF ASSISTANCE** in the Denial and Termination of Assistance chapter for additional information). Additionally, CHA will not remove from the HAP contract those units occupied by zero HAP families.

CHA may project-base VASH vouchers in projects alongside other PBV units and may execute a single HAP contract covering both the VASH PBVs and the other PBVs. CHA will refer only VASH families to PBV units exclusively made available to VASH families and to PBV units funded through a HUD set-aside award.

CHAPTER 23: SPECIAL PURPOSE VOUCHERS (SPV)

23.1 OVERVIEW

CHA has a number of special purpose vouchers and programs that have special requirements due to their funding types. These include:

- Mainstream
- Designated Housing vouchers;
- Veterans Affairs Supportive Housing (VASH); and
- Emergency Housing Vouchers (EHV).

23.2 MAINSTREAM VOUCHERS

Mainstream vouchers (including those formerly referred to as Mainstream 5-Year vouchers or Section 811 vouchers) are tenant-based vouchers that serve a special population of households. As of early 2020, all Mainstream vouchers serve households that include a non-elderly person(s) with disabilities, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial HAP contract.

Existing Mainstream vouchers, where the eligible family member is now age 62 or older do not *age out* of the Mainstream voucher program as long as the family was eligible on the day it was first assisted under a HAP contract.

At turnover, all Mainstream turnover vouchers must be reissued to the next Mainstream-eligible family on CHA's waiting list. Turnover occurs when a family receiving Mainstream voucher assistance leaves the program.

In 2018, eighty-nine (89) Mainstream Vouchers were awarded under the FY 2017 NOFA. Under these vouchers, rental assistance is provided to non-elderly disabled persons, with special consideration given to those transitioning out of institutional or other segregated settings, are at serious risk of institutionalization, are homeless, and/or are at risk of becoming homeless.

In 2020, CHA was awarded additional Mainstream vouchers under Notice PIH 2020-009 and Notice PIH 2020-22 (Announcement 1). CHA will follow applicable requirements under each funding announcement.

See the **Non-Elderly Disabled Homeless Preference** for policy concerning this preference.

23.2.1 Portability

Portability is in accordance with the **PORTABILITY** chapter of this Plan.

23.3 DESIGNATED HOUSING VOUCHERS

Designated Housing vouchers were developed to meet housing needs of non-elderly disabled households who would have been housed by CHA if occupancy in designated public housing

buildings were not restricted to elderly households through the approval of CHA's Designated Housing Plan.

CHA was awarded 100 vouchers (Designated Housing) to provide rental assistance for non-elderly persons with disabilities in support of the Designated Housing Plan. See **Designated Housing Vouchers**.

23.3.1 Eligibility

Applicants are screened in accordance with CHA's Administrative Plan and must also have been eligible to be placed in CHA's elderly/disabled housing. Applicants must be non-elderly (persons below 62 years of age), and the head, co-head, and/or spouse must be a person with disabilities.

As in elderly/disabled housing, the number of household members is limited. The family must have no more household members than would be able to qualify for a zero- or one-bedroom unit, absent a reasonable accommodation. This effectively limits the household size to two members, except where there is a reasonable accommodation.

Applicants must meet CHA's income limits for HCV.

These vouchers continue to be used by non-elderly disabled households upon turnover.

23.3.2 Portability

Portability is in accordance with the **PORTABILITY** chapter of this Plan.

23.4 VETERANS AFFAIRS SUPPORTIVE HOUSING PROGRAM (VASH)

The Veterans Affairs Supportive Housing (VASH) program is a collaborative effort between the U.S. Department of Housing and Urban Development (HUD) and the Veterans Affairs Department (VA). It is a national initiative that provides permanent housing and supportive services to homeless veterans. CHA will administer the VASH program in accordance with this Administrative Plan, 24 CFR 982, and subsequent HUD notices, guidance, or regulations that amends or supersedes 86 FR 53207. Services may include:

- Housing search assistance;
- Community-based management services; and
- Outpatient health services.

The goal of the program is to enable homeless veterans to re-integrate in the community to lead healthy, productive lives. The VA determines the level of services provided. The VASH program has a limited number of Section 8 vouchers available for very low-income, homeless veterans with disabilities or psychiatric or substance abuse disorders. VASH is an integral part of the housing continuum that provides permanent housing for homeless persons.

23.4.1 Application Process

Admission to this program is by referral only from the Massachusetts Department of Veterans' Services, VA Medical Centers (VAMC) and Department of Veterans' Services provider agencies—designated service providers (DSPs)—such as the Veterans Benefits Clearinghouse, Inc. and the New England Shelter for Homeless Veterans.

23.4.2 Eligibility and Selection

Initial eligibility is a direct referral from the VA. CHA verifies that the applicant:

- Was referred by the Department of Veterans' Affairs (VA);
- Is not required to register on any Lifetime Sex Offender Registry; and
- Does not exceed the income threshold.

If another family member in the household is the lifetime sex offender registrant, the family may be eligible for a voucher if the family member subject to the registration requirement is removed from the household. No other eligibility priorities or preferences are applicable, and CHA shall not deny VASH applicants admission for any other grounds.

Veterans' service providers are responsible for ensuring that all referrals to VASH meet program criteria at the time of referral.

When adding a family member after the VASH family has been admitted to the program, CHA will apply its regular screening criteria.

CHA will accept the Certificate of Release or Discharge from Active Duty (DD-214) or the VA-verified Application for Health Benefits (10-10EZ) as verification of the SSN and date of birth.

23.4.3 Initial Term of the Voucher

The VASH voucher must have an initial search term of 120 days. See **VOUCHER ISSUANCE** for all the policies regarding initial term extension and suspension and expiration.

23.4.4 Initial Lease Term

Initial lease terms may be less than one-year for VASH participants.

23.4.5 Eligible Housing

In addition to private market rental units, VASH families will be permitted to live on the grounds of a VAMC.

23.4.6 NSPIRE Inspections

To expedite the leasing process, CHA may pre-inspect available units that veterans may be interested in leasing in order to maintain a pool of eligible units. If a VASH family selects a unit that passed a NSPIRE inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (RFTA), the unit may be approved, provided that it meets all

other conditions under 24 CFR 982.305. However, the veteran must be free to select their unit and cannot be steered to these units.

23.4.7 Case Management Requirements

A condition of eligibility for a VASH voucher is that the VASH participant must receive case management services as verified by the VAMC or DSP. The VAMC or DSP:

1. Screens homeless veterans to determine eligibility for the VASH program as established by VA's national office;
2. Assists veterans with the CHA application and assists the veteran family with obtaining needed CHA documentation to ensure rapid voucher issuance;
3. Refers homeless veterans to CHA;
4. Provides case management and supportive services to potential VASH program participants, as needed, prior to CHA issuance of rental vouchers;
5. Provides housing search assistance to VASH participants with rental vouchers;
6. Identifies the social service and medical needs of VASH participants and provides or ensures the provision of regular, ongoing case management, outpatient health services, hospitalization, and other supportive services throughout this initiative; and
7. Maintains records and provides information for evaluation purposes, as required by HUD and Veterans Affairs.

As a condition of the HCV rental assistance, a VASH-eligible veteran must receive the case management services noted above, as needed, directly from or arranged by the VAMC or DSP. The VAMC or DSP, in consultation with the veteran, is responsible for determining if case management is required and if the case management requirement is satisfied.

If a veteran no longer requires case management, but maintains their VASH voucher assistance, the VAMC or DSP will maintain contact with the veteran family to provide support and planning assistance with the recertification and re-inspection process. The VAMC or DSP case manager will remain available to provide support to the veteran family, as needed.

23.4.8 Termination

There are two alternative requirements for termination of assistance for VASH participants:

- If the VAMC or DSP has determined that a veteran is not participating in required case management, without good case, CHA must terminate the family from the VASH program.
    - However, a VAMC or DSP determination that the veteran does not require or no longer requires case management is not grounds for termination. In such case, and at its option, CHA may offer the family continued assistance through one of its regular vouchers, to free up the VASH voucher for another eligible family referred

by the VAMC or DSP. If CHA has no voucher to offer, the family will retain its VASH voucher until such time as CHA has an available voucher for the family.

- CHA may terminate a family evicted from housing assisted under the program for a serious violation of the lease, but it is not required to do so. CHA must grant reasonable accommodations for persons with disabilities.

Additionally, a VASH family will not be terminated after admission, for a circumstance or activity that occurred before admission and was known to CHA, but could not be considered at the time of admission due to the VASH Operating Requirements. CHA will terminate only for program violations that occur after the family's admission to the voucher program.

23.4.9 Portability

VASH participants must reside in Massachusetts for their initial year in the program. Any cases of portability must be approved by the VAMC or DSP.

When Case Management is Required

If the VAMC (the *initial PHA's partnering VAMC*) or DSP will still be able to provide the needed case management services because of the proximity, the receiving PHA must process the move in accordance with CHA's policies in the chapter on **PORTABILITY**.

- Receiving PHAs **without** a VASH program must bill the initial PHA, and the receiving PHA does not have the option to absorb the VASH family under this situation;
- Receiving PHAs **with** a VASH program may bill the initial PHA or absorb the family into its own VASH program if the VAMC or DSP providing the initial case management agrees to the absorption by the receiving PHA and the transfer of case management. The absorption will also entail the availability of a VASH voucher and case management provision by the receiving PHA's partnering VAMC or DSP.

If a VASH family wants to move where it will not be possible for the initial PHA's partnering VAMC or DSP to provide case management services, the VAMC or DSP must first determine whether the VASH family could be served by another VAMC or DSP that is participating in the program, **and** the receiving PHA must have a VASH voucher available for the family. If the above conditions are met, the VASH family must be absorbed by the receiving PHA. Upon absorption, CHA's VASH voucher will be available to lease to a new VASH eligible family referred by the partnering VAMC or DSP.

Veterans who request to port out of an area where they are receiving case management services from the VAMC or DSP to protect the health or safety o fa person who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believes themselves to be threatened with imminent harm from further violence by remaining in the dwelling unit (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-day calendar-day period preceding the family's move or request to move), may port prior to receiving approval from the receiving VAMC or DSP. In such cases:

- The initial PHA must follow its emergency transfer plan.
- CHA may require verbal self-certification or a written request from a participant seeking a move beyond the catchment area of the VAMC or DSP.
    - The verbal self-certification or written request must include either:
        - A statement expressing why the participant reasonable believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the PHA; or
        - A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the participant's request for the move.
- The veteran escaping violence must be admitted to the VAMC or DSP's caseload.
- The participant must still port to a PHA has a VASH program; if the receiving PHA does not have a VASH voucher available to lease, they may bill the initial PHA until a VASH voucher is available, at which point the porting veteran must be absorbed into the receiving PHA's program.

When Case Management is No Longer Required

If the family no longer requires case management, as determined by the VAMC or DSP, there are no portability restrictions. Follow the requirements under **PORTABILITY**. When completing the 50058, the family will continue to be coded *VASH* on line 2n unless the family has been moved to a regular voucher, in which case the code in 2n would be left blank.

23.4.10 Other VASH Requirements

When the veteran is the perpetrator of domestic violence, dating violence, sexual assault, or stalking, the victim must continue to be assisted. See **Family Break-Up** for requirements concerning the voucher.

23.4.11 VASH and MTW

VASH vouchers may be administered in accordance with flexibilities approved under CHA's MTW Agreement with approval from HUD's Housing Choice Voucher office. CHA must submit a request through their local field office to operation VASH in accordance with approved MTW flexibilities. Request will be approved provided the flexibilities do not conflict with the stated VASH program requirements. However, these vouchers are never eligible for MTW fungibility. VASH vouchers must be reported in the IMS/IC system on either the regular HUD-50058 or HUD MTW-50058 for vouchers under the agency's MTW Agreement.

23.5 EMERGENCY HOUSING VOUCHER (EHV) PROGRAM

This section describes CHA policy for administering Emergency Housing Vouchers (EHVs) and other eligible expenses related to COVID-19. EHVs are tenant-based assistance funded through the American Rescue Plan (ARP) Act of 2021, and are not part of the annual HCV renewal

funding formula or MTW. Eligible expenses are as defined in Notice PIH 2021-15. Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to EHVs.

All applicable nondiscrimination and equal opportunity requirements apply to the EHV program, including requirements that CHA grant reasonable accommodations to persons with disabilities, effectively communicate with persons with disabilities, and ensure meaningful access for persons with limited English proficiency (LEP).

23.5.1 HAP Funding

ARP funding obligated to CHA as housing assistance payments (HAP) funding may only be used for eligible EHV HAP expenses (i.e., rental assistance payments). EHV HAP funding may not be used for EHV administrative expenses or for the eligible uses under the EHV services fee.

23.5.2 Administrative Fees and Funding

ARP provides administrative fees and funding for the costs of administering EHVs and other eligible expenses defined in Notice PIH 2021-15. These fees may only be used for EHV administration and other eligible expenses and must not be used for or applied to other CHA programs or vouchers. CHA must maintain separate financial records from its regular HCV funding for all EHV funding.

The following four types of fees and funding are allocated as part of the EHV program:

- **Preliminary fees**, which support immediate start-up costs that CHA will incur in implementing alternative requirements under EHV, such as outreach and coordination with partnering agencies. This fee may be used for any eligible administrative expenses related to EHVs and/or any eligible activities under EHV service fees.
- **Placement fees/expedited issuance reporting fees**, which will support initial lease-up costs (but not for moves or turnover vouchers) and the added cost and effort required to expedite leasing of EHVs.
- **Ongoing administrative fees**, which are calculated in the same way as the standard HCV program.
- **Service fees**, which are a one-time fee to support CHA's efforts to implement and operate an effective EHV services program in its jurisdiction. See more under **Service Fees**.

23.5.3 Service Fees

Service providers, partnering with the CHA under the EHV program (see **Partnering Agencies**), to assist the applicant may expend, on behalf of each applicant household, up to $3,500 to pay for eligible uses to secure housing without prior approval from CHA for reimbursement by CHA. To be reimbursed for the services Fee funding, the provider must verify that they have not secured funding for the same use from another source. For applicant households that need more

than $3,500 in assistance to secure housing, the service provider must submit a request to the CHA for approval to exceed the limit prior to expending funds. These requests will be processed on a first come, first served basis. CHA has the sole discretion in approving or denying requests that exceed $3,500. No request exceeding $3,500 will be paid if prior approval was not sought and made.

The following are eligible uses of services fee funding:

- **Housing Search and Navigator Services**. The applicable partnering service provider will assist the EHV applicant in locating and securing housing. These activities may include activities such as, but not limited to, helping a family identify and visit potentially available units during their housing search, providing transportation and directions, providing housing mobility services to encourage moves to high opportunity neighborhoods, helping to find a unit that meets the household's disability-related needs, assisting with the completion of rental applications and CHA forms, and helping to expedite the EHV leasing process for the family.
- **Security Deposit Assistance.** The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner or the actual security deposit required by the owner. The security deposit assistance may be paid directly to the owner or may be paid to the family. If paid to the family, CHA will require documentation that the family paid the security deposit.
- **Utility Deposit Assistance/Utility Arrears.** Utility deposit assistance may be provided for some or all of the family's utility deposit expenses. Assistance may be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. Assistance for utility deposit expenses may not exceed $100. In addition, some families may have large balances with gas, electric, water, sewer, or trash companies that will make it difficult if not impossible to establish services for the utilities to be supplied by the tenant under the lease. CHA may also provide the family with assistance to address utility arrears. Assistance for utility arrears may not exceed $500.
- **Application/Holding Fees.** CHA may provide assistance for application fees and/or holding fees, which are fees an owner requests that are rolled into the security deposit after an application is accepted but before a lease is signed. CHA may cover part or all of the holding fee for units where the fee is required by the owner after a tenant's application has been accepted but before the lease signing. CHA and the owner must agree how the holding fee will be rolled into the deposit, and under what conditions the fee will be returned. In general, owners need to accept responsibility for making needed repairs to a unit required by the initial inspection and can only keep the holding fee if the client is at fault for not entering into a lease.
- **Rental Arrears.** CHA may provide applicants with rental arrear assistance for some or all of the applicant's rental arrears to a private landlord but only if the rental arrear is a barrier to leasing the EHV unit. For example, the EHV family found a landlord, but the

landlord will not lease the unit because of the previous rental debt (this may occur if the EHV unit is with the same landlord or management agent). CHA may choose to pay the rental arrears assistance directly to the private landlord or may pay the rental arrears assistance to the family, provided CHA verifies the family pays the rental arrears. CHA may not use the EHV services fee for debts owed by the family to the CHA, another PHA, or a closely-associated entity affiliated with the PHA.

- **Essential Household Items.** The applicable partnering service provider may provide assistance to the family with some or all of the costs of acquiring furniture and other essential household items (e.g., tableware, bedding, furniture, toiletries, cleaning supplies). CHA may provide a pre-paid gift card directly to the family, provided CHA verifies the family purchased essential household items and obtains and maintains appropriate supporting documentation (e.g., a receipt).
- **Moving Expenses** (including move-in fees, storage expenses, lock change fees, and deposits). The applicable partnering service provider may provide assistance for some or all of the family's reasonable moving expenses when they initially lease a unit with the EHV. CHA will not provide assistance for moving expenses for subsequent moves unless the family is required to move by CHA or the owner (unless the family has violated the terms of their lease), or the family has to move due to domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- **Tenant-Readiness Services.** CHA may use fees for counseling provided to EHV applicants on compliance with rental lease requirements.
- **Owner Incentive or Retention Payments**. Beginning in January, 2023 an owner who initially enters into a HAP contract for an eligible EHV applicant or participant may receive an incentive payment of up to $2,000, not to exceed approved contract rent amount. The owner must request this as part of the Owner Packet submitted with the required paperwork for processing a new unit. Upon execution of the HAP contract, the owner will be paid the incentive.

  In addition, if the owner agrees, at the end of the initial term of the contract (not to be more than 1 year), to continue to lease the unit to the EHV participant, they may request and receive an incentive of up to $1,500 for the second year of the contract.
- **Renter's Insurance** (if required by the lease). CHA may use the services fee funding to assist the family with some or all of the cost of renter's insurance, but only in cases where the purchase of renter's insurance is a condition of the lease.

Any services fee assistance that is returned to CHA after its initial or subsequent use may only be applied to the eligible services fee uses defined in Notice PIH 2021-15 (or subsequent notice) or other EHV administrative costs. Any amounts not expended for these eligible uses when CHA's EHV program ends must be remitted to HUD.

23.5.4 Partnering Agencies

CHA will partner with the local Continuum of Care to administer the EHV program. CHA is permitted to enter into additional partnerships with other organizations, such as victim services providers (VSPs) and other community partners.

Accordingly, CHA has entered an Memorandum of Understanding (MOU) with the Cambridge Continuum of Care (CCoC), through the Cambridge Department of Human Service Programs (DHSP), and Transition House, the victim service provider for the CCoC, to establish a partnership for the administration of the EHV program.

If CHA chooses to partner with additional organizations, CHA will either enter into an MOU with the partnering agency or the partnering agency may be added to the MOU between CHA and the CCoC.

Continuum of Care

CHA has entered into an MOU with the Cambridge Continuum of Care (CCoC) through the City of Cambridge Department of Human Service Programs (DHSP). Through the CCoC's coordinated entry system, service providers partnering with the CCoC will determine if the individual or family meets one of the following qualifying criteria:

- Experiencing homelessness,
- At-risk of homelessness,
- Recently homeless.

Other Partnering Organizations

Additionally, CHA will partner Transition House, the victim service provider for the CCoC. Transition House will determine if the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.

23.5.5 Referrals

The primary responsibility of the C CoC's partner service providers and Transition House under the MOU with CHA is to make direct referrals of qualifying individuals and families to CHA. Individuals and families interested in the EHV program cannot apply directly to CHA. CHA will refer a family interested in the EHV program to the CCoC or other referring agency for initial intake, assessment, and possible referral for EHV assistance.

The CCoC and Transition House are responsible for determining whether the family meets one of the four (4) qualifying criteria for EHVs, and for providing documentation that the families referred are eligible for assistance.

The CCoC and Transition House must provide supporting documentation to CHA to verify that the family meets one of the four eligible categories for EHV assistance.

23.5.6 Offers of Assistance without CoC Referral

CHA may make an EHV available without a referral from the CoC or other partnering organization in order to facilitate an emergency transfer under VAWA.

CHA will take direct referrals from outside the CCoC if:

- The CCoC does not have a sufficient number of eligible families to refer to CHA, or
- The CCoC does not identify families that may be eligible for EHV assistance because they are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.

If at any time CHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CCoC or other partner referral agencies (or CHA and CCoC cannot identify any such alternative referral partner agencies), HUD may permit CHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

23.5.7 Waiting List Management

Direct referrals for the EHV program are not added to CHA's HCV waiting list. If the number of applicants referred by the CCoC or Transition House exceeds the number of EHVs available, CHA will maintain a separate waiting list for EHV referrals, both at initial leasing and for any turnover vouchers that may be issued prior to September 30, 2023. The EHV waiting list is not subject to CHA policies in the chapter on **APPLICATIONS, WAITING LIST, AND TENANT SELECTION** regarding the HCV waiting list. CHA will work directly with its CCoC and Transition House to manage the number of referrals and the size of the EHV waiting list.

CHA will inform families on the HCV waiting list of the availability of EHVs in accordance with the requirements listed in Notice PIH 2021-15. CHA will ensure effective communication with persons with disabilities and take reasonable steps to ensure meaningful access for persons with limited English proficiency.

Preferences

Because CHA offers an Emergency Status preference for victims of domestic violence (Violence Against Women Act, or VAWA preference) on its HCV waiting list, CHA offers a VAWA preference for EHVs. Otherwise, CHA's local preferences do not apply to EHVs.

23.5.8 Family Eligibility

The service providers partnering with the CCoC and Transition House will determine whether the individual or family meets one or more of the following qualifying criteria and then refers the family to CHA:

- Homeless as defined under 24 CFR 578.3;
- At risk of homelessness as defined in 24 CFR 578.3;

- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking (as defined in Notice PIH 2021-15), or human trafficking (as defined in 22 U.S.C Section 7102); or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability as determined by the CoC or its designee in accordance with the definition in Notice PIH 2021-15.

The service providers partnering with the CCoC and Transition House must provide documentation to CHA of the referring agency's verification that the family meets one of the four (4) qualifying criteria for EHV assistance. CHA must retain this documentation as part of the family's file. CHA must determine that the family meets other eligibility criteria for the HCV program as noted in this chapter.

Screening

The EHV program has screening requirements separate from CHA's HCV program. However, when adding a family member (other than through birth, adoption, or court-awarded custody of a child) to an EHV family already under a HAP contract, CHA's HCV program screening requirements apply.

Prior to admission, CHA must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search.

If CHA later determines that an ineligible family received assistance, CHA will take steps to terminate that family from the program in accordance with the chapter on **DENIAL AND TERMINATION OF ASSISTANCE**.

Mandatory Denials

CHA will deny EHV applicants under any of the following circumstances:

- A household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- A household member is subject to a lifetime registration requirement under a state sex offender registration program;
- Any adult member of the household (or head of household or spouse, regardless of age) fails to sign and submit consent forms.

Permissive Denials

In consultation with the CCoC, CHA will apply permissive prohibition to the screening of EHV applicants. Determinations using permissive prohibitions will be made based on an individualized assessment of relevant mitigating information in accordance with policies in CRITERIA FOR DENIAL OF ASSISTANCE.

CHA may deny an EHV applicant under any of the following circumstances:

- Any household member is currently engaged in, or has engaged in within the previous 12 months:
    - Violent criminal activity, or
    - Other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;
- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the previous 12 months.
- The family engaged in or threatened abusive or violent behavior toward CHA personnel within the previous 12 months.

CHA may also deny assistance to household members already receiving assistance from another program in accordance with Section 9.h. of Notice PIH 2021-15 (i.e., the household member appears on the EIV Existing Tenant Search as being currently housed).

However, in compliance with Notice PIH 2021-15, CHA will not deny any EHV applicant admission for the following:

- Any member of the family has been evicted from federally assisted housing in the last five years;
- A public housing authority (PHA) has ever terminated any family member's assistance under the program;
- The family currently owes rent or other amounts to CHA or to another PHA in connection with Section 8 or public housing assistance;
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- The family breached an agreement with CHA to pay amounts owed to CHA, or amounts paid to an owner by CHA;
- The family would otherwise be prohibited admission under alcohol abuse standards established by CHA; or
- CHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

Income Verification at Admission

CHA may consider self-certification as the highest form of income verification at admission, if obtaining third-party verification would significantly delay or prevent the applicant from leasing. Any self-certification must be made in a format acceptable to CHA and must be signed by the family member whose information is being verified.

If CHA elects to accept self-certification of income, CHA will review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate self-reported income information within 90 days of submission of the lease-up 50058 to the HUD system. CHA will print and maintain copies of the EIV and IVT Income reports in the participant's file and resolve any income discrepancy with the family within 60 days of the obtaining the reports.

Recently Conducted Income Determinations

CHA may accept income calculations and verifications from third-party providers or from an examination that CHA conducted on behalf of the family for another subsidized housing program in lieu of conducted an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

At the time of the family's annual reexamination, CHA will conduct the annual reexamination in accordance with the non-MTW policies in the chapter on **CONTINUED OCCUPANCY AND REEXAMINATIONS**.

Social Security Number and Citizenship Status Verification

CHA will generally obtain and verify Social Security number (SSN) documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. However, on a case by case basis, CHA may accept self-certification of an applicant's SSN or citizenship status during the initial eligibility determination for documented extenuating circumstances. In such cases, the applicant must provide third-party verification within 180 days of admission.

Age and Disability Verification

CHA will generally obtain verification of date of birth and disability status before admitting the family to the EHV program. However, on a case by case basis, CHA may accept self-certification of date of birth or disability during the initial eligibility determination for documented extenuating circumstances. In such cases, CHA must obtain third-party verification within 90 days of admission. CHA will note in the family's file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the individual's date of birth and/or disability status.

Income Targeting

Income targeting requirements do not apply for EHV families. CHA will not include the admission of extremely low-income EHV families in its income targeting numbers for the fiscal year in which these families are admitted.

23.5.9 Housing Search and Leasing

Initial Voucher Term

All EHVs will have an initial voucher term of 120 calendar days. The family must submit a Request for Tenancy Approval (RFTA) and proposed lease within the 120-day period unless CHA grants an extension.

Housing Search Assistance

CHA will require the CCoC's partnering service providers and Transition House to provide housing search assistance for EHV families, including but not limited to the following:

- Helping individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low-poverty neighborhoods;
- Providing transportation assistance and directions to potential units;
- Conducting owner outreach;
- Assisting with the completion of rental applications and CHA forms; and
- Helping expedite the EHV leasing process for the family.

NSPIRE Pre-Inspections

To expedite the leasing process, CHA may pre-inspect available units that EHV families may be interested in leasing in order to maintain a pool of eligible units. If an EHV family selects a unit that passes an NSPIRE pre-inspection (without intervening occupancy) within 45 days of the date of the RFTA, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305.

The family will be free to select their unit.

When a pre-inspected unit is not selected, CHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for any require re-inspections.

Initial Lease Term

EHV voucher holders may enter into an initial lease that is for less than 12 months.

Portability

The HCV portability procedures and requirements outlined in the chapter on PORTABILITY apply, but with the following exceptions:

- EHV applicant families may move under portability even if the family did not have legal residency in CHA's initial jurisdiction when they applied;
- CHA cannot refuse to assist an incoming EHV family;
- If a family with an EHV ports into CHA, CHA:

- May only absorb the incoming EHV family with an EHV (assuming an EHV is available);
- Must bill the initial PHA if it does not have an EHV available to absorb the family and cannot absorb the family with a regular HCV when the family leases the unit; and
- Must administer the voucher (regardless of whether it absorbs the EHV or bills the initial PHA) in accordance with CHA policies.

- If a family with a CHA EHV ports out to another PHA that administers EHVs, the receiving PHA:
  - May only absorb the incoming EHV family with an EHV (assuming an EHV is available);
  - Must bill CHA if it does not have an EHV available to absorb the family and cannot absorb the family with a regular HCV when the family leases the unit; and
  - Must administer the voucher (regardless of whether it absorbs the EHV or bills CHA) in accordance with its regular policies.
- If a family with a CHA EHV ports out to another PHA that does not administer EHVs, the receiving PHA may absorb the family into its regular HCV program or bill CHA.

Family Briefing

In addition to providing the family with the briefing requirements as noted under BRIEFINGS, CHA will inform the EHV family as to how portability may impact the special EHV services and assistance that may be available to the family.

CHA will help facilitate the family's portability move to another PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency.

Coordination of Services

If the portability move is in connection with the EHV family's initial lease-up, CHA will consult and coordinate with the receiving/initial PHA (as applicable) on the EHV services and assistance that will be made to the family.

Services Fee

Standard portability arrangements apply for housing assistance payments (HAP) and ongoing administrative fees for EHV families.

For service fees funding, the amount of the service fee provided the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or $1,750, unless the initial PHA and receiving PHA mutually agree to change the $1,750 cap. Service fees are paid as follows:

- If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA, regardless of whether the receiving PHA bills or absorbs.
- If the receiving PHA administers EHVs, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance.
- If the receiving PHA does not administer EHVs, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.

For port-outs, CHA is the initial PHA; for port-ins, CHA is the receiving PHA.

Placement Fee/Issuance Reporting Fee

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement fee/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee/issuance reporting fee, as applicable.

23.5.10 Payment Standards

CHA will use the HCV payments standards for the EHV program.

23.5.11 Rent Reasonableness

All rent reasonableness requirements apply to EHV units.

23.5.12 Termination of Vouchers

After September 30, 2023, CHA may not reissue EHVs when assistance for an EHV-assisted family ends. This means that when an EHV participant leaves the program for any reason, CHA may not reissue the EHV to another family unless it does so before September 30, 2023.

If an applicant family that was issued the EHV is unsuccessful in finding a unit and the EHV expires after September 30, 2023, the EHV may not be reissued to another family.

All EHVs under lease on or after October 1, 2023, may not under any circumstances, be reissued to another family when the participant leaves the program for any reason.

An EHV that has never been issued to a family before September 30, 2023 may be issued and leased after September 30, 2023, since this prohibition only applies to EHVs that are being reissued upon turnover after assistance to a family has ended. However, HUD may direct CHA to cease leasing any unleased EHVs if such action is determined necessary by HUD to ensure

there will be sufficient funding available to continue to cover the HAP needs of currently assisted EHV families.

23.5.13 Use of Funds, Reporting, and Financial Records

EHV funds allocated to CHA for HAP (both funding for the initial allocation and HAP renewal funding) may only be used for eligible EHV HAP purposes. EHV HAP funding obligated to CHA may not be used for EHV administrative expenses or the other EHV eligible expenses under this notice. Likewise, EHV administrative fees and funding obligated to CHA are to be used for those purposes and must not be used for HAP.

The appropriated funds for EHVs are separate from the regular HCV program and may not be used for the regular HCV program but may only be expended for EHV eligible purposes. EHV HAP funds must be tracked and accounted for separately as EHV restricted net position (RNP).

CHA must comply with EHV reporting requirements in the Voucher Management System (VMS) and Financial Data Schedule (FDS) as outlined in Notice PIH 2021-15.

CHA must maintain complete and accurate accounts and other records for the program and provide HUD and the Comptroller General of the United States full and free access to all accounts and records that are pertinent the administration of the EHVs in accordance with the HCV program requirements at 24 CFR 982.158.

CHAPTER 24: OTHER SPECIAL PROGRAMS & INITIATIVES

24.1 MTW SPONSOR-BASED PROGRAM

The sponsor-based program is a Moving to Work initiative designed to serve hard-to-house participants through partnerships with local service providers (sponsors). Sponsor-based participants have a greater network of support to assist those with special needs.

Rather than provide a voucher to a family (as in the conventional tenant-based voucher program) or attach it to a property (as in the project-based voucher program), the sponsor-based program provides vouchers directly to the sponsor. The sponsor enrolls participants and operates the program with the benefit of the subsidy going directly to the sponsor to facilitate attainment of adequate housing. The value of the voucher is a predetermined flat amount that is negotiated between the sponsor and CHA. Unlike tenant-based or project-based vouchers, CHA believes that sponsor-based vouchers assist those most in need and unable to use the conventional programs. The program is designed to remove barriers for individuals with mental health issues, physical disabilities or for younger individuals just starting out and in need of assistance in identifying safe, accessible and affordable housing.

CHA's sponsor-based program is composed of two programs, including:

1. **Hard to House Programs.** CHA partners with local service providers that work directly with the hard-to-house population, including households consisting of individuals with psychiatric, developmental, and behavioral disabilities. These hard-to-house households receive only housing assistance from CHA while the local service provider provides intensive support services and case management. While CHA allocates a specific number of vouchers for this program, service providers may serve more than one household or individual per voucher per year.
2. **Pathways to Permanent Housing.** The Pathways program involves an initial sponsor-based period of two-years or less in which CHA provides a limited number of vouchers to partnering service provider(s) and are used to assist participants in securing housing in the private market. The partnering service provider ensures that participants and the units meet voucher compliance and CHA policies as applicable. In addition, the partnering service provider agrees to provide or coordinate services to participant families to help them prepare for stable permanent housing. Upon successful completion of the program, the family is offered admission into CHA housing, either with a tenant-based voucher or unit in CHA or PBV housing.

The majority of housing is established through nonprofit partners receiving sponsor-based vouchers.

24.1.1 Service Providers

Service providers apply to CHA to participate in the sponsor-based program; providers can apply at any time. This process ensures that sponsors will provide housing to the hard-to-house

families the program is designed to reach. The provider submits a written request that addresses the following:

1. A narrative detailing the goals of the program;
2. A summary of the services provided;
3. A summary of selection policy for participants;
4. A summary of potential resources that are available to participants for transition purposes and an estimated timeframe to access these resources; and
5. A written statement that indicates the provider has reviewed the eligibility criteria for the housing choice voucher program and will abide by said criteria when selecting program participants.

Once received, CHA will either approve or deny the request. If approved, the provider will be placed chronologically on the waiting list for receipt of a sponsor-based voucher.

Once a voucher is available, CHA will issue an appropriately sized voucher to the service provider, in the name of the service provider.

24.1.2 Occupancy

The lease-up process for the sponsor-based program is significantly different than the conventional tenant-based or project-based programs. CHA's roles are reduced, and the service provider's responsibilities are increased, allowing the service provider to coordinate with the participant the necessary services to secure housing.

The service provider will conduct a housing search for an appropriately sized apartment based on HCV program guidelines. It is the service provider's responsibility to document compliance with the State Sanitary Code.

Once an agreement is reached between the service provider and a prospective owner, the service provider will enter into a one-year lease with the owner and shall provide a copy of said lease CHA (not required when the service provider owns the property).

The service provider and CHA will then enter into a *Service Provider Assistance Payment* (SPAP) contract. The actual voucher and the SPAP contract will serve as the entire agreement between the two parties.

The service provider will be required to enter into a *Participation Agreement* with the participant. The participation agreement is a document that is created by the service provider and at a minimum must address the following:

1. A time span that the participant may remain in the program, and occupy the rented apartment;
2. A listing of the persons allowed to occupy the apartment;
3. A date by which the participant agrees to vacate the apartment;

4. A summary of the goals of the program;
5. A listing of the terms for participation in the program;
6. A statement that indicates that the participant will be required to pay the service provider a program fee set by the service provider, but that in no event is more than 30 percent of the participant's monthly adjusted income; it is important for the participation agreement to point out in a clear and concise manner that the program fee being paid to the service provider is strictly for participation in the program and is not accepted as rent for the apartment;
7. A list of occupancy rules; and
8. Provide for the right to an administrative hearing if terminated from the program by the service provider.

CHA will not meet with the participant. Instead, the service provider will be responsible for gathering all of the required documentation from the participant, and maintaining this information in a format that is accessible to CHA for periodic audits. The service provider will provide CHA with a certification indicating that the participant is eligible to participate in the HCV Program, and that the unit meets the Massachusetts State Sanitary Code.

Service providers must give notice to CHA if a unit is vacant for more than 30 days. As a general rule, CHA will only pay the subsidy payment for occupied units. However, CHA will pay a vacancy payment for the first full month after the participant moves. Said vacancy payment will be the lesser of 80 percent of the contract rent or the normal subsidy payment for that month.

As the voucher holder of record, the service provider maintains responsibility for the participant. In cases where a participant violates the guidelines of the HCV Program, (for example, criminal activity) CHA reserves the right to terminate the sponsor's voucher in accordance with the SPAP contract and if necessary, recapture subsidy payments.

CHA
Cambridge Housing Authority

AFFORDABLE HOUSING ACCREDITATION BOARD
ACCREDITED 2020-24

GLOSSARY

GLOSSARY

1. ***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.

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

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

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

5. ***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.

6. ***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.

7. ***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

8. ***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.

9. ***Annual.*** Happening once a year.

10. ***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.

11. ***Annual income.*** All amounts not specifically excluded in 24 CFR 5.609(b), received from all sources by each member of the family who is 18 years of age or older or is the head of household, spouse or cohead, plus unearned income by or on behalf of each dependent who is under 18 years of age.

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

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

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

15. ***Assets.*** (See *net family assets.*)

16. ***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.

17. ***Biennial.*** Happening every two years.

18. ***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.

19. ***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.

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

21. ***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 their 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.

22. ***Citizen.*** *A* citizen or national of the United States.

23. ***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.

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

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

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

27. ***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.

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

29. ***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.

30. ***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.

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

32. ***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).

33. ***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.

34. ***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:

    (1) The length of the relationship

    (2) The type of relationship

    (3) The frequency of interaction between the persons involved in the relationship

35. ***Day laborer.*** An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

36. ***De minimis error.*** An error that results in a difference in the determination of a family's adjusted income of $30 or less per month.

37. ***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.

38. ***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.

39. ***Disability assistance expenses.*** Reasonable expenses that, when combined with health and medical care expenses, exceed 10 percent of annual income and 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.

40. ***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.

41. ***Disabled person.*** See *person with disabilities.*

42. ***Disallowance.*** Exclusion from annual income.

43. ***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.

44. ***Domestic violence.*** Felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

    (1) The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim;

    (2) A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner;

    (3) A person with whom the victim shares a child in common; and/or

(4) A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction.

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

46. ***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.

47. ***Earned income.*** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

48. ***Economic abuse.*** Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitle, including using coercion, fraud, and manipulation to:

    (1) Restrict a person's access to money, assets, credit, or financial information

    (2) Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage

    (3) Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

49. ***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).

50. ***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. For MTW households, elderly is defined as a family whose head, cohead, spouse, or sole member is a person who is at least 58 years of age; two or more persons who are at least 58 years of age living together; or one or more persons who are at least 58 years of age living with one or more live-in aides.

51. ***Elderly person.*** An individual who is at least 62 years of age; for MTW households, an individual who is at least 58 years of age.

52. ***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.*

53. ***Employer identification number (EIN).*** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

54. ***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).

55. ***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.

56. ***Fair Housing Act.*** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

57. ***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.

58. ***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. Family includes a single person, who may be:

    (1) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

    (2) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

    Family also includes a group of persons residing together, and such group includes, but is not limited to:

    (1) 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);

    (2) An elderly family;

    (3) A near-elderly family;

(4) A disabled family;

(5) A displaced family; and

(6) The remaining member of a tenant family.

59. ***Family rent to owner.*** In the voucher program, the portion of rent to owner paid by the family.

60. ***Family self-sufficiency program*** (FSS program). The program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the coordination of supportive services to these families (24 CFR 984.103).

61. ***Family share.*** The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR 982.515(a).

62. ***Family unit size.*** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

63. ***Federal agency.*** A department of the executive branch of the federal government.

64. ***Foster adult.*** A member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

65. ***Foster child.*** A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

66. ***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.

67. ***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.

68. ***Funding increment.*** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

69. ***Gender identity.*** Actual or perceived gender-related characteristics.

70. ***Gross rent.*** The sum of the rent to owner plus any utility allowance.

71. ***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.)

72. ***Handicap.*** Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

73. ***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.

74. ***Head of household.*** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

75. ***Health and medical care expenses.*** Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

76. ***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.

77. ***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.

78. ***Housing agency (HA).*** See *public housing agency*.

79. ***HUD.*** The U.S. Department of Housing and Urban Development.

80. ***Human trafficking.*** A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

    (1) Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).

    (2) Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the

purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

81. ***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.

82. ***Income for eligibility.*** Annual income.

83. ***Income information*** means information relating to an individual's income, including:

    (1) All employment income information known to current or previous employers or other income sources

    (2) 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

    (3) Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received

    (4) Unearned IRS income and self-employment, wages, and retirement income

    (5) Wage, social security, and supplemental security income data obtained from the Social Security Administration.

84. ***Independent contractor.*** An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.

85. ***Individual with handicaps.*** See *person with disabilities.*

86. ***Inflationary index.*** An index based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) used to make annual adjustments to the deduction for elderly disabled families, the cap for imputing returns on assets, the restriction on net family assets, the amount of net assets the PHA may determine based on self-certification by the family, and the dependent deduction.

87. ***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.

88. ***Initial payment standard.*** The payment standard at the beginning of the HAP contract term.

89. ***Initial rent to owner.*** The rent to owner at the beginning of the HAP contract term.

90. ***Inside.*** Under NSPIRE, the inside of HUD housing (or *inside areas*) refers to the common areas and building systems that can be generally found within the building interior and are not inside a unit. Examples of *inside* common areas may include, basements, interior or attached garages, enclosed carports, restrooms, closets, utility rooms, mechanical rooms, community rooms, day care rooms, halls, corridors, stairs, shared kitchens, laundry rooms, offices, enclosed porches, enclosed patios, enclosed balconies, and trash collection areas. Examples of building systems include those components that provide domestic water such as pipes, electricity, elevators, emergency power, fire protection, HVAC, and sanitary services.

91. ***Institution of higher education.*** An institution of higher education as defined in 20 U.S.C. 1001 and 1002.

92. ***Jurisdiction.*** The area in which the PHA has authority under state and local law to administer the program.

93. ***Landlord.*** Either the owner of the property or their representative, or the managing agent or their representative, as shall be designated by the owner.

94. ***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.

95. ***Life Threatening deficiency.*** Under NSPIRE, the life-threatening category includes deficiencies that, if evident in the home or on the property, present a high risk of death or severe illness or injury to a resident.

96. ***Live-in aide.*** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

    (1) Is determined to be essential to the care and well-being of the persons;

    (2) Is not obligated for the support of the persons; and

    (3) Would not be living in the unit except to provide the necessary supportive services.

97. ***Local preference.*** A preference used by the PHA to select among applicant families.

98. ***Low deficiency.*** Under NSPIRE, deficiencies critical to habitability but not presenting a substantive health or safety risk to resident.

99. ***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.

100. ***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 inspection standards. (A special housing type: see 24 CFR 982.620 and 982.621.)

101. ***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.

102. ***Minor.*** A member of the family household other than the family head or spouse, who is under 18 years of age.

103. ***Mixed family.*** *A* family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

104. ***Moderate deficiency.*** Under NSPIRE, this includes deficiencies that, if evident in the home or on the property, present a moderate risk of an adverse medical event requiring a healthcare visit; cause temporary harm; or if left untreated, cause or worsen a chronic condition that may have long-lasting adverse health effects; or that the physical security or safety of a resident or their property could be compromised.

105. ***Monthly adjusted income.*** One twelfth of adjusted income.

106. ***Monthly income.*** One twelfth of annual income.

107. ***Mutual housing.*** Included in the definition of *cooperative.*

108. ***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.

109. ***National Standards for the Physical Inspection of Real Estate.*** HUD's housing inspection approach. NSPIRE is a single inspection standard for all units under the Public Housing, HCV, Multifamily, and Community Planning and Development (CPD) programs. NSPIRE's focus is on the areas that impact residents the most, such as the dwelling unit.

110. ***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.

111. ***Net family assets****.* The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment. In determining net family assets, PHAs or owners,

as applicable, must 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 therefor. 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

The following are excluded from the calculation of net family assets:

- The value of necessary items of personal property;
- The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
- The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any baby bond account created, authorized, or funded by Federal, State, or local government.
- Interests in Indian trust land;
- Equity in a manufactured home where the family receives assistance under 24 CFR 982;
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982;

- Family Self-Sufficiency Accounts;
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family; and
- The value of Achieving a Better Life Experience (ABLE) accounts.

112. ***Noncitizen.*** *A* person who is neither a citizen nor national of the United States.

113. ***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.

114. ***Office of General Counsel (OGC).*** The General Counsel of HUD.

115. ***Outside.*** Under NSPIRE, outside of HUD housing (or *outside areas*) refers to the building site, building exterior components, and any building systems located outside of the building or unit. Examples of *outside* components may include fencing, retaining walls, grounds, lighting, mailboxes, project signs, parking lots, detached garage or carport, driveways, play areas and equipment, refuse disposal, roads, storm drainage, non-dwelling buildings, and walkways. Components found on the exterior of the building are also considered outside areas, and examples may include doors, attached porches, attached patios, balconies, car ports, fire escapes, foundations, lighting, roofs, walls, and windows.

116. ***Overcrowded.*** A unit that does not have at least one bedroom or living/sleeping room for each two persons.

117. ***Owner.*** Any person or entity with the legal right to lease or sublease a unit to a participant.

118. ***PHA Plan.*** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

119. ***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.

120. ***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).

121. ***Payment standard.*** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

122. ***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.

123. ***Portability.*** Renting a dwelling unit with a Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

124. ***Premises.*** The building or complex in which the dwelling unit is located, including common areas and grounds.

125. ***Private space.*** In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

126. ***Project owner.*** The person or entity that owns the housing project containing the assisted dwelling unit.

127. ***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.

128. ***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.

129. ***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.

130. ***Real property.*** *Real property* has the same meaning as that provided under the law of the state in which the property is located.

131. ***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.

132. ***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.

133. ***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.

134. ***Recertification.*** Sometimes called *reexamination.* The process of securing documentation of total family income used to determine the rent the tenant will pay.

135. ***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).

136. ***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.

137. ***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*).

138. ***Residency preference area.*** The specified area where families must reside to qualify for a residency preference.

139. ***Responsible entity.*** For the public housing and the Section 8 tenant-based assistance, project-based voucher 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.

140. ***Secretary.*** The Secretary of Housing and Urban Development.

141. ***Section 8.*** Section 8 of the United States Housing Act of 1937.

142. ***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.

143. ***Section 214.*** Section 214 of the Housing and Community Development Act of 1980, as amended.

144. ***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.

145. ***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.

146. ***Seasonal worker.*** An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

147. ***Set-up charges.*** In a manufactured home space rental, charges payable by the family for assembling, skirting, and anchoring the manufactured home.

148. ***Severe deficiency.*** Under NSPIRE, the severe category includes deficiencies that, if evident in the home or on the property, present a high risk of permanent disability, or serious injury or illness, to a resident; or the physical security or safety of a resident or their property would be seriously compromised.

149. ***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)).

150. ***Sexual orientation.*** Homosexuality, heterosexuality or bisexuality.

151. ***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.)

152. ***Single person.*** A person living alone or intending to live alone.

153. ***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.)

154. ***Small rural public housing agency (PHA).*** Section 38 defines the term *small public housing agency* as a public housing agency "for which the sum of the number of public housing dwelling units administered by the agency and the number of vouchers under section 8(o) administered by the agency is 550 or fewer" and "that predominantly operates in a rural area, as described in section 1026.35(b)(2)(iv)(A) of title 12, Code of Federal Regulations." After consideration of the public comments discussed above, HUD is interpreting *predominantly operates in a rural area* to mean a small PHA that:

    (1) Has a primary administrative building with a physical address in a rural area as described in 12 CFR 1026.35(b)(2)(iv)(A); or

    (2) More than 50 percent of its combined public housing units and voucher units under section 8(o) are in rural areas as described in 12 CFR 1026.35(b)(2)(iv)(A). HUD also clarifies that voucher units under section 8(o) include those in the tenant-based

Housing Choice Voucher (HCV) program and the Project-Based Voucher (PBV) program.

155. ***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.

156. ***Special admission.*** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

157. ***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).

158. ***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.

159. ***Spouse.*** The marriage partner of the head of household.

160. ***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.

161. ***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.

162. ***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.

163. ***Suspension.*** The term on the family's voucher stops from the date the family submits a request for PHA approval of the tenancy, until the date the PHA notifies the family in writing whether the request has been approved or denied. This practice is also called *tolling.*

164. ***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).

165. ***Technological abuse.*** An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

    (1) Internet enabled devices

    (2) Online spaces and platforms

    (3) Computers

    (4) Mobile devices

    (5) Cameras and imaging programs

    (6) Apps

    (7) Location tracking devices

    (8) Communication technologies

    (9) Any other emerging technologies

166. ***Tenancy addendum.*** For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

167. ***Tenant.*** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

168. ***Tenant rent to owner.*** See *family rent to owner*.

169. ***Term of lease.*** The amount of time a tenant agrees in writing to live in a dwelling unit.

170. ***Total tenant payment (TTP).*** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

171. ***Unearned income.*** *A*ny annual income, as calculated under 24 CFR 5.609, that is not earned income.

172. ***Unit.*** Under NSPIRE, a unit (or *dwelling unit*) of HUD housing refers to the interior components of an individual unit. Examples of components included in the interior of a unit may include the balcony, bathroom, call-for-aid (if applicable), carbon monoxide devices, ceiling, doors, electrical systems, enclosed patio, floors, HVAC (where individual units are provided), kitchen, lighting, outlets, smoke detectors, stairs, switches, walls, water heater, and windows.

173. ***Utilities.*** Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.

174. ***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.

175. ***Utility reimbursement.*** In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

176. ***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.

177. ***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.

178. ***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.

179. ***Violence Against Women Act (VAWA).*** Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

180. ***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.

181. ***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.

182. ***Voucher holder.*** A family holding a voucher with an unexpired term (search time).

183. ***Voucher program.*** The housing choice voucher program.

184. ***Waiting list.*** A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.

185. ***Waiting list admission.*** An admission from the PHA waiting list.

186. ***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 (24 CFR 984.103), *welfare assistance* includes only cash maintenance payments designed to meet a family's ongoing basic needs. Does not include nonrecurring short term benefits designed to address individual crisis situations, work subsidies, supportive services such as child care and transportation provided to families who are employed, refundable earned income tax credits, contributions to and distributions from Individual Development Accounts under TANF, services such as counseling, case management, peer support, child care information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that to not provide basic income support, amounts solely directed to meeting housing expenses, amounts for health care, Supplemental Nutrition Assistance Program (SNAP) and emergency rental and utilities assistance, SSI, SSDI, or social security, and child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not the need of the child's current non-parental caretaker.

APPENDIX A:
REASONABLE ACCOMMODATION POLICY

APPENDIX A: REASONABLE ACCOMMODATION POLICY

The following Reasonable Accommodations Policy applies to the HCV Program and the Public Housing Program:

A. Introduction

1. The Cambridge Housing Authority (CHA) does not discriminate on the basis of race, sex, color, religion, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access or admission to its programs or employment, activities, functions or services.
2. The CHA is covered by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Titles II and III, the Fair Housing Act and Massachusetts Chapter 151B as well as other federal, state and local fair housing laws, regulations, and policies which require reasonable accommodation to persons with disabilities as defined in those laws.
3. A Notice of the right to reasonable accommodation shall be posted in the management office(s) and program offices, and shall be included with all applications for housing programs, lease violation notices, eviction notices, voucher termination notices, and re-certifications. Such notice will also be included in the Resident Handbook and other relevant resident publications. Notices shall be in large print and posted or included in a manner that is readily seen by persons with all disabilities. Such notices will also be available in other formats for persons who cannot read them. Notices of denial of participation in a program or service shall include the reason for the denial and the right to request a reasonable accommodation. The Notice shall include the name, phone number, TTD number, fax number, and the email address of the 504/ADA Coordinator. This Notice and these Policy and Procedures shall also be posted on the CHA's website (http://www.cambridge-housing.org) and be made available, without charge, to anyone upon request.
4. CHA residents and program participants should contact the following individuals for more information about this policy:
    a. Site Manager
    b. Leasing Officer
    c. 504/ADA Coordinator

    The complete contact information for individuals holding these positions can be obtained by request or by visiting the staff directory on the CHA's website (http://www.cambridge-housing.org).

B. What is a Reasonable Accommodation/Modification?

1. A reasonable accommodation is a change or modification of CHA's policies, practices or procedures for people with disabilities that is necessary to insure equal access to CHA's premises, amenities, services and programs. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with disability, in order to afford such person full enjoyment of the premises.
2. The definition of a person with a disability for purposes of a reasonable accommodation follows the definition in Section 504 of the Rehabilitation Act, the American with Disabilities Act, the Federal Fair Housing Act, Massachusetts General Laws Chapter 151B and any other applicable statutes:
    a. Disability means a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment.
    b. Major life activities include, but are not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, breathing, learning, working, thinking, eating, standing, lifting, concentrating, communicating, and sleeping.
3. Exceptions:
    a. The term disability does not include current use or current addiction to illegal drugs. *Current* means:
        i. It occurred recently enough to justify a reasonable person to believe that the use is current; or
        ii. That continuing use is a real and ongoing problem.
    b. Where there is evidence of prior use of illegal drugs and the requestor contends he/she is not engaged in current use, the requestor must provide evidence of recovery and be willing and able to be lease compliant.
4. An individual is not eligible for a reasonable accommodation if;
    a. He/she poses a direct threat to the health or safety of other individuals and this cannot be mitigated by a reasonable accommodation; or
    b. He/she would cause substantial damage to property; or
        i. He/she is not otherwise qualified for the CHA program and this cannot be mitigated by a reasonable accommodation.
5. Reasonable accommodations will be made up to the point of undue financial or administrative burden, or requiring changes fundamental to the program in accordance with the provisions of Reasonable Accommodation/Modification Evaluation Criteria of this policy. Reasonable modifications will be made up to the point of structural infeasibility, or undue financial or administrative burden.

C. Reasonable Accommodation/Modification Evaluation Criteria

CHA will evaluate requests for accommodation or modification by determining if the requests satisfy all of the following four criteria.

1. Request
    a. CHA must receive a request for the accommodation or modification.
    b. The request does not have to come from the disabled person in question. Any person may make the request on behalf of the disabled person.
    c. The request does not have to be in any particular form nor do the words reasonable accommodation need to be used.
    d. The request may be verbal, although the CHA prefers written requests.
    e. The request may be presented at any point in time during intake, admissions, tenancy, or participation in any of CHA's programs or services.
    f. CHA will only consider requests made after termination of assistance when there is a compelling reason to evaluate the merits of the request that is directly related to the disability.
2. Disability
    a. The accommodation or modification must be for a person who has a condition that meets the definition of disability. Such persons include the head of household as well as any household members.
    b. It is not necessary for the CHA to know the details of a disability.
    c. The CHA will not require access to confidential medical records in order to verify a disability.
    d. The CHA may request only information that is necessary to evaluate the disability-related need for the accommodation.
    e. The person providing documentation to verify the requestor's disability need not have a medical degree or a particular expertise. However, the CHA must have adequate confidence in their judgment and competence.
    f. When a disability, as defined in the What is a Reasonable Accommodation/Modification? section of this policy, is obvious or known to staff, documentation of the disability will not be required.
        i. Examples of a *known or obvious disability* include, but are not limited to, inability to walk, blindness, deafness, a disability that has previously been documented, or where the person receives SSI or SSDI disability benefits.

g. When the disability and/or need is not obvious or known to staff, requests will require verification that the individual meets the definition of disability, and when relevant, that the accommodation is likely to resolve the problem.

h. If a disabled individual, who has committed a program violation, requests a reasonable accommodation in order to comply with CHA program requirements, the CHA must, in considering this request, determine whether non-compliance is likely to recur even with the accommodation sought.

    i. The CHA may request that the individual provide appropriate information or verification, within a reasonable time period, to establish that non-compliance is not likely to recur.

    ii. If the requested accommodation is not likely to solve the program violation, and continuation of the program violation will pose a threat to the health or safety of others, unreasonably disrupt the quiet enjoyment of other tenants, or constitute a fundamental alteration in the program, the accommodation request may be denied.

    iii. The CHA will rely on objective information, not mere speculation, to determine whether an accommodation will solve a program violation or whether it is likely to recur in the future.

3. Necessity for Reasons Substantially Related to the Disability

    a. The requested accommodation or modification must be necessary for the disabled person's full enjoyment of CHA programs, facilities, employment, or premises; and

    b. The necessity must be substantially related to the requestor's disability.

    c. CHA is not obliged to provide accommodations or modifications that may be necessary to the requestor, but are for reasons that do not substantially relate to the disability.

4. Reasonableness

    The requested accommodation or modification must be reasonable. A request is not reasonable if any of the following are true:

    a. Undue Financial and Administrative Burden on CHA.

        i. The request would, if approved, impose an undue financial and administrative burden on CHA.

        ii. CHA will determine on a case-by-case basis whether a request would impose an undue financial and administrative burden.

iii. Relevant factors include:

1. The administrative cost and burden of the requested accommodation in comparison with the administrative cost of regular operations;
2. Limits or availability of CHA's overall resources;
3. The benefits that the accommodation would provide the requester, and
4. The availability of other, less expensive, alternative accommodations that would effectively meet the requester's disability-related needs.

b. Fundamental Alteration in the Nature of CHA's Program(s): The request would, if approved, fundamentally alter CHA's program(s). This means that the request, if granted, would require the CHA to provide a program or service that it does not normally provide, such as counseling services, medical services, or transportation services.

D. Reasonable Accommodation Documentation

When documentation is necessary, the CHA strongly recommends that applicants or residents use the CHA verification form.

1. CHA may require a Request for Reasonable Accommodation/Modification and Authorization for Release of Information, as well as Request for Verification from a Third Party Concerning a Reasonable Accommodation or Modification if other forms of documentation do not adequately document the need for accommodation. These forms can be obtained at management offices, Leased Housing Department, Operations Department, Legal Department, and the program form section of the CHA website (http://www.cambridge-housing.org).
2. The CHA may request only information that is necessary to evaluate the disability-related need for the accommodation. No additional documentation will be required where the disability and the related need for an accommodation are readily apparent or otherwise known to the CHA.
3. All information gathered in this process must be kept confidential and must not be shared with other CHA staff persons unless they need the information to implement the request.
4. The CHA shall limit any information available to a staff person implementing a decision to only the information that is necessary to take appropriate action.
5. It is the responsibility of the person requesting the accommodation to secure such documentation or to give CHA the information necessary to secure such documentation.

Documentation must come from a reliable source with sufficient professional and personal knowledge of the applicant/resident to answer the applicable questions.

6. The CHA has the right to sufficient documentation to make a decision, but does not have a right to diagnosis, medical history or treatment unless directly relevant to a reasonable accommodation request. For example, in response to a request for accommodating chemical sensitivity, the CHA could request a list of the specific materials that an individual is sensitive to.

E. Examples of Reasonable Accommodations

1. An accommodation could require a change to a CHA policy or practice. A modification could require a physical alteration to a CHA building or grounds.

EXAMPLE: Jonathan, an individual with a hearing impairment, could request that the CHA modify the doorbell in his/her apartment from a chime to a flashing light. Maria, an individual with a mental disability, could request that the CHA waive its no pet policy to allow Maria to reside with a comfort animal. These are just a few examples of what would be considered reasonable requests for an accommodation.

2. An accommodation will be made up to the point of structural infeasibility, undue financial/administrative burden or requiring changes fundamental to the program.

EXAMPLE: Claudia, an individual with mobility impairment, could request that the CHA extend the search period on a voucher beyond the normal 120-day search period in order to locate an apartment that meets her needs.

EXAMPLE: Ian, an individual with mobility impairment, requests that the CHA make his current CHA apartment barrier free. In order to accomplish this, the CHA would have to remove a wall that is required for the structural support of the building making the requested accommodation impossible. CHA would offer to transfer Ian to an apartment that is already fully accessible.

EXAMPLE: Freddy, an applicant with disabilities and income well in excess of the maximum income levels for eligibility requests that the CHA waive the income eligibility maximums so that he may obtain a first floor apartment in CHA owned housing. Even if Freddy could show the connection between his disability and the need for a first floor apartment, waiving the maximum income levels would be a fundamental change to the program since CHA housing is meant to be available to low income households. Freddy is not qualified for the program. Admitting him would be a fundamental change.

NOTE: CHA respects each person's right to privacy and in most cases has no need or desire to collect personal medical information from residents or applicants. For this reason, the CHA may refuse to accept some documentation that a resident or applicant

deems to be crucial to his/her situation. For example, some applicants that are individuals with disabilities may wish to supply medical documentation that provides details on his/her condition when the fact that he/she is on SSDI is sufficient to be considered a person with disabilities. In this case the additional documentation is unnecessary. However, there are times when an applicant will be required to provide additional information. For example, an applicant requests an accommodation that is specific to his or her lack of mobility. In this case, it would not be unreasonable to ask questions or seek additional documentation with respect to the nature and extent of the person's mobility impairment, so as to provide an apartment with the feature needed for the person to live in the apartment.

3. Examples of When an Accommodation May Be Denied/Determined as Not Reasonable

EXAMPLE: Rachel, a resident residing on the third floor, has a tragic accident that leaves her permanently unable to climb stairs. Rachel requests that CHA install a permanent lift system in the publicly accessed stairway as a reasonable accommodation. After review of the layout of the stairwell and the cost of the lift system, it is determined that the request is not only structurally infeasible but would also be a financial burden on CHA. As an alternative, the CHA offers to transfer Rachel to the next available first floor apartment.

EXAMPLE: Ali, an individual with disabilities resides by himself in family housing. During the past year, Ali has set off the smoke alarm four times because he has forgotten to shut off the stove. Just recently, a fire started on the stove in Ali's apartment but was luckily contained by a neighbor. The CHA, fearing for the safety of the other residents, initiates an action to evict the resident. In response, Ali requests that his son reside with him in his apartment because his disability prevents him from living alone. Ali states that he should have overnight assistance. When assessing the request, the manager noted that all of the incidents occurred in the evening and after talking to the son, it is determined that he works the night shift and Ali would continue to be alone in the evening. The manager in this case would be justified if he/she denied the request.

4. Documentation

EXAMPLE: Joan has asked for a transfer to a first floor apartment as a reasonable accommodation because she has a disability that makes climbing stairs difficult. The CHA would ask for medical documentation that relates to Joan's disability but only with respect to her ability to climb stairs. The CHA would not ask for information regarding any unrelated issues or conditions that are unrelated to her specific reasonable accommodation request.

NOTE: A proposed Live-in Aide is subject to background checks, CORI checks, and SORI checks. CHA may disapprove such a person if s/he has: (1) committed fraud, bribery or

any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. A live-in aide is not a member of the household and therefore is not entitled to the voucher or unit as the remaining member of the requestor's family.

F. Procedure

These are CHA's reasonable accommodation procedures for public housing and HCV; however, as applicable, some of the procedures may only apply to one program or the other.

1. Applicants or residents may make Reasonable Accommodation requests at any time and may make them verbally, although for reasons of clarity for both parties, Cambridge Housing Authority's preference is that requests be in writing.

    a. Request for Reasonable Accommodation/Modification and Authorization for Release of Information and Request for Verification from a Third Party Concerning a Reasonable Accommodation or Modification forms may be obtained from management offices, Leased Housing Department, Operations Department, Legal Department, and the program form section of the CHA website (www.cambridge-housing.org).

    b. Staff will assist applicants or residents who need such assistance and will accept requests in alternate format, if necessary because of a disability, such as tape recordings of information, large type, or bold print.

    c. At the time a request is made, the person making the request will receive a date-stamped receipt and information necessary to track their request.

    d. Requests for reasonable accommodation and modification may be submitted to any CHA staff person or its agent but will promptly be passed on to the appropriate person (site manager, leasing officer, or 504/ADA Coordinator) as described below.

2. Site Managers or Leasing Officers are authorized to process reasonable accommodation requests that are non-monetary or cost less than $2,500, that are routine, do not involve a complex issue, and do not require additional verification from a third party.

    a. An issue is complex if it requests a significant change in rules, regulations, or standard practice of the CHA, involves an outside agency, or involves a legal issue.

    b. If the Site Manager or Leasing Officer determines that the request will require additional verification from a third party, he/she will refer the request to the

504/ADA Coordinator within five (5) business days and immediately notify the requestor of the referral.

3. For routine requests, non-monetary requests, or those under $2,500, Site Managers or Leasing Officers shall approve a reasonable accommodation request in writing as soon as possible, but within ten (10) business days of receiving the request.
4. Any request that the Site Manger or Leasing Officer determines should not be approved will be referred to the 504/ADA Coordinator within 5 business day after the determination is made without a decision being issued. The Site Manager or Leasing Officer will immediately notify the requestor of the referral.
5. If the Site Manager or Leasing Officer approves the reasonable accommodation request, s/he will implement the change as soon as possible, but no later than ten (10) business days from the time of the decision or as soon as is reasonably possible to comply with the request.
    a. More time may be necessary for transfers, for items requiring bids, construction, special equipment, etc.
    b. Staff will notify the requestor of reasons for delay and, when feasible, the estimated completion time for such requests.
    c. A copy of all approvals will be sent to the 504 Coordinator.
6. The 504/ADA Coordinator is authorized to process the following:
    a. All requests $2,500 and over,
    b. Requests under $2,500 that are referred by a Site Manager or Leasing Officer in accordance with paragraph 2 and paragraph 4 above,
    c. Transfers related to a reasonable accommodation requests,
    d. Requests for assistance animals,
    e. Requests requiring additional verification from a third party,
    f. Requests containing complex issues as defined above, and
    g. All policy-related requests.
7. The 504/ADA Coordinator shall approve or deny a reasonable accommodation request in writing as soon as possible, but within 10 business days if there is no additional verification required, or within 10 business days of receiving sufficient verification to make a decision.
8. If the 504/ADA Coordinator, based on evidence, determines that the person is not disabled as defined in the What is a Reasonable Accommodation/Modification? section of this policy, or a request is structurally infeasible, poses an undue financial or

administrative burden or requires a fundamental change in the nature of the program, the 504/ADA Coordinator will follow the process set out below.

a. *Financial or Administrative Burden*. The 504/ADA coordinator will notify requestor in writing that the request constitutes a financial or administrative burden, with an explanation of the reasons and the right to obtain supporting documentation, and offer to make changes that do not pose such a burden if possible under the circumstances.

b. Possible alternatives could include but are not limited to:

    i. Paying for a less expensive partial accommodation,

    ii. Combining CHA funds with resources from other agencies, programs, or other sources,

    iii. A transfer to a unit that already has the requested features, or

    iv. Waiting until a later time when more funds are available.

    Notice shall also include the right to appeal the decision to the Appeals Officer.

    An agreement for a partial or delayed accommodation should be in writing or in an alternate permanent format. Upon request, the CHA shall provide the person requesting the accommodation with adequate supporting documentation of the basis for determining undue burden. Such notice shall also include the right to appeal the decision to the Appeals Officer.

c. Structural Infeasibility. The 504/ADA coordinator will notify requestor in writing that the request constitutes a structural infeasibility, with an explanation of the reasons and the right to obtain supporting documentation and an offer to carry out reasonable alternatives.

    i. Possible alternatives could include but are not limited to:

        1. Transfer to a unit that already has the requested features,

        2. An agreement for a partial accommodation or a feasible alternative.

    ii. Notice shall also include the right to appeal the decision to the Appeals Officer.

d. *Fundamental Change.* If the 504/ADA Coordinator finds that the request requires a fundamental change in the nature of the program, (s)he will give requestor a written explanation and will discuss and carry out any reasonable alternatives, with the agreement of the requestor, that do not require a fundamental change in the nature of the program. Such notice shall also include the right to appeal the

decision to the Appeals Officer

e. If the 504/ADA Coordinator finds that the person is not disabled within the definition in the policy, (s) he will give requestor a written explanation. The notice shall also include the right to appeal the decision to the Appeals Officer.

9. If the requestor agrees to something other than the initial request, he/she will sign or otherwise record approval of such an agreement.

10. In some cases, a meeting (in person or virtually) with the person requesting the accommodation, and any service providers or other technical assistance sources, may be the best way to identify the best solution.

    a. The person seeking the accommodation may bring anyone they consider helpful to such a meeting.

    b. Upon request of either party, such meetings will be held promptly but no later than ten (10) business days from the time of request to the CHA and at a mutually agreeable time for all participants.

11. Once a reasonable accommodation request is granted, and an accommodation that meets the needs of the requestor is offered, the requestor has five (5) business days to accept the offer.

    a. The requestor may reject the offer for good cause, in which case the 504/ADA Coordinator will extend a new offer to the requestor.

    b. In order to demonstrate good cause for rejecting an offer, the requestor must be willing to document one of the situations below:

        i. The requestor is willing to accept the offer, but is unable to do so at the time of the offer because of temporary hospitalization or recovery from illness of the head of household, other household members or live-in aide;

        ii. The requestor demonstrates that acceptance of the offer would place a household member's life, health or safety in jeopardy; or

        iii. The offer is inappropriate to meet the needs of the requestor.

    c. If the requestor cannot demonstrate good cause for rejecting the offer, the 504/ADA Coordinator will consider the request for reasonable accommodation closed.

        i. The 504/ADA Coordinator will promptly notify the requestor of the decision to consider the reasonable accommodation request closed and that the requestor did not have good cause to reject the offer.

ii. The notice to notify the requestor shall include their right to request a review before the Appeals Officer.

G. Appeal Process

1. An individual who received a denial of a request for reasonable accommodation or is otherwise dissatisfied with an accommodation that is offered from the 504/ADA Coordinator has the right to appeal that decision to the Appeals Officer.
2. The time period to request a review with the Appeals Officer shall be ten (10) business days from receipt of the notice of CHA's action.
3. Requests should be made to the Appeals Officer in writing or an alternate format. The Appeals Officer can be reached by contacting the CHA Legal Department.
4. Once a request is received, an informal hearing shall be scheduled within ten (10) business days.
5. If requested, the Executive Director or his/her Designee may accept late requests for an informal hearing, provided that the requestor can show good cause or as a reasonable accommodation to the appeal process.
6. During the appeal process the requestor will:
    a. Receive an informal hearing before the Appeals Officer. The informal hearing will be audio taped.
    b. Have the ability to copy documents from the individual's CHA file.
        i. The requestor will be given the opportunity to examine before the informal hearing any CHA documents[1] that are directly related to the reasonable accommodation request.
        ii. The requestor will be allowed to copy any such documents at the individual's expense.
    c. Be able to present any relevant evidence.
    d. Have the opportunity to respond to any CHA allegation and to cross-examine any witnesses.
    e. Be able to present witnesses or oral objections to any evidence.
    f. Have the opportunity to obtain representation at the individual's own expense.
    g. Have the opportunity to request an interpreter to be provided by the CHA, at the

[1] The term *documents* includes records and regulations.

CHA's expense.

h. Be able to request a copy of the informal hearing audiotape.

i. Will receive a written decision within ten (10) days of the informal hearing, overturning or upholding the decision of the 504/ADA Coordinator.

j. Have the opportunity to request reasonable accommodation as to the manner in which the informal hearing is conducted.

7. Evidence may be considered without regard to admissibility under the rules of evidence applicable under judicial proceedings; and factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the informal hearing.

8. The CHA shall present evidence to support its proposed reasons for denying the reasonable accommodation outlined in its written denial of the individual's request for reasonable accommodation.

9. If the CHA wishes to amend the grounds for the proposed denial, the CHA must notify the requestor by letter no fewer than fourteen (14) days prior to the informal hearing.

10. The Appeals Officer shall not be the person who made the decision in question, nor that person's subordinate.

11. The Appeals Officer shall make a factual determination relating to the individual circumstances of the individual that shall be based on a preponderance of the evidence presented at the informal hearing.

12. Upon request, and within thirty (30) days after the informal hearing, the Executive Director may exercise his/her discretion to reconsider a CHA Appeals Officer's decision as a reasonable accommodation to the Appeal Process, but only when new information surfaces which may justify reconsideration of the decision.

13. The CHA is not bound by decisions that are contrary to HUD regulations or requirements or contrary to Federal, State or local law.

14. If the Executive Director or his or her designee determines that the CHA is not bound by the informal hearing decision, the CHA must promptly notify the requestor of the determination and the reason for such a decision. Any such decision by the Executive Director or his/her designee shall be made in writing and shall explain its basis and shall state that the requestor also has the right to file a fair housing complaint with HUD, MCAD, or in a court of law.

15. Nothing in this Policy shall limit a person's rights to proceed with an administrative or court action relating to his or her disability. The CHA shall inform any individual in writing when their reasonable accommodation request is acted upon of their right to file a fair

housing complaint, whether or not a review is pursued, with the following administrative agencies or in a court of law:

Department of Housing and Urban Development (HUD)
Office of Fair Housing and Equal Opportunity
10 Causeway Street
Boston, MA 02222
Telephone 1 (800) 827-5005, or (617) 565-5308
TDD (617) 565-5453

Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place, Room 601
Boston, MA 02108
Telephone: (617) 727-3990
TDY (617) 727-3990, ext. 588

The Cambridge Human Rights Commission (CHRC)
51 Inman Street, 2nd Floor
Cambridge, MA 02139
Phone: (617) 349-4396
TTY: (617) 492-0235

16. CHA will not take adverse action against a requestor with a pending reasonable accommodation request if the action relates to the pending request.
17. CHA will take action against a requestor with a pending reasonable accommodation if the requestor presents a threat to the health and safety of other residents or tenants.

H. Third-Party Representatives

1. Any individual with a disability who makes a reasonable accommodation request may authorize a third party representative to act on his or her behalf in dealing with the CHA.
2. Upon presentation of appropriate authorization, a third party representative may fill out and sign the Request for Reasonable Accommodation form for an individual with a disability.
3. Upon submission of a written request by an individual with a disability who has asked for reasonable accommodation, an authorized third party representative shall be given access to all documents in the individual's file which relate to his or her reasonable accommodation request.

APPENDIX B:
LANGUAGE ASSISTANCE PLAN AND LIMITED ENGLISH PROFICIENCY (LEP) POLICY

362 Green Street
Cambridge, MA 02139
www.cambridge-housing.org
T: 617-864-3020 | TDD 800 545 1833 x1122

CAMBRIDGE HOUSING AUTHORITY

LANGUAGE ACCESS PLAN

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The following policy applies to all applicants and program participants in all Cambridge Housing Authority ("CHA") programs:

I. INTRODUCTION

Cambridge Housing Authority 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 persons who are Limited English Proficient ("LEP"). English proficiency refers to a person's ability to read, write, speak, or understand English. 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 language assistance services.

Based on HUD's Final Guidance, the Voluntary Compliance Agreement dated September 27, 2007, and guidelines from the Massachusetts Department of Housing and Community Development ("DHCD"), CHA completed an LEP self-assessment. It has prepared this Language Access Plan ("LAP") in line with its findings to ensure meaningful access to housing programs by LEP individuals in compliance with Title VI . CHA will periodically review and update this LAP to ensure continued responsiveness to community needs.

II. PURPOSE

The purpose of this LAP is to ensure that all individuals can meaningfully access CHA programs—regardless of the language they speak—and defines the actions to be taken by CHA to ensure Title VI compliance with respect to LEP individuals. It describes the available language assistance services, provides notice of those services to the community, outlines specific procedures for staff to follow to obtain those services, addresses staff training, and arranges for monitoring and updates as needed to ensure continued responsiveness to community needs and compliance with Title VI.

The goals of CHA's Language Assistance Plan include:

- To ensure meaningful access to all CHA housing programs by all eligible individuals regardless of primary language spoken.
- To ensure that all LEP individuals are made aware that CHA will provide free oral interpretation services to facilitate their contacts with and participation in CHA programs.
- To provide written translations of vital documents to LEP individuals in accordance with HUD's "safe harbor" guidelines."
- To ensure that CHA 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 LANGUAGUE ASSISTANCE

Cambridge is a highly diverse community in which numerous LEP households reside. CHA used information from the 2021 and 2022 American Community Survey (“ACS”) to estimate the breakdown of languages spoken by LEP individuals within Cambridge. According to ACS data, there are at least forty-one (41) languages other than English spoken in Cambridge homes. Exhibit 1 highlights the diversity of languages spoken by people who are most likely to be served by CHA—those earning less than 50% of the Area Median Income.

IV. LANGUAGE ASSISTANCE POLICIES AND PROTOCOLS

The majority of contacts between CHA and LEP persons are meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with CHA Leasing Officers during the application process leading up to housing in public housing or the leased housing program, as well as periodic contacts between residents and CHA Operations staff related to management, maintenance and lease compliance issues. Oral interpretation and written translation services may be needed for these contacts.

To promote equal access to CHA programs and services by LEP individuals, CHA has implemented the following policies and protocols. These will aid staff in: (1) identifying LEP individuals requiring language assistance; (2) identifying what language assistance is appropriate, and; (3) accessing the appropriate resources.

A) Language Access Coordinator

CHA will designate a staff member as Language Access Coordinator. They are responsible for overseeing language assistance activities, including ongoing monitoring of CHA's compliance with this LAP, updating this LAP, addressing questions from staff and the public related to CHA's language access policies, providing ongoing LAP training, and handling complaints related to CHA's provision of language assistance services. The current Language Access Coordinator is:

Shayla Simmons, General Counsel
362 Green St, Cambridge, MA 02139
Phone: 617-520-6217 | Fax: (617) 902-2422
Email: ssimmons@cambridge-housing.org

B) Identification of LEP Persons and Notices

Use of "I Speak" Cards: "I Speak" Cards are a language identification tool that invites individuals to identify their own language needs. Applicants, public housing residents, and HCV participants can use these cards to indicate their primary language. To help identify LEP individuals and determine the appropriate language assistance, CHA will prominently post and make available "I Speak" Cards in its Central Office waiting room and at CHA site-based management offices. CHA staff at the point of entry will then make appropriate arrangements for interpretation services. Exhibit 2 provides an example of this document.

Notices of Oral Interpretation Services: CHA will prominently post notices in CHA's Central Office, site-based management offices, and on its website which indicate the right to request free oral interpretation services. Notices will be posted in the languages most frequently encountered and will use easily understood terminology, such as "Interpretation Services Available." LEP individuals can use this sign to indicate their primary language, and that they need language assistance. Exhibit 3 provides an example of this document.

"One Moment Please" Document: CHA staff will be provided with a document that states "One Moment Please" in 18 different languages. This can be used to hold up to an LEP individual when contacting a bilingual staff member or making a call to the LanguageLine. This card also has a phonetic pronunciation so it may be used with LEP callers.

Communication Preference Form: CHA will use its Communication Preference Form during the initial application (for new applicants) and at recertification (for existing residents/participants) processes to

provide program participants the opportunity to identify their primary language, their language preference for receiving written communication, and if interpretation services are necessary. This information will be included in the paper files and in the electronic record. Going forward, CHA will provide translated written documents, language advisories, and arrangements for oral interpretation consistent with the individual's language preferences and this LAP.

C) Oral Interpretation Services

Oral interpretation services will be provided in a timely manner that will not effectively deny, unduly burden, or delay LEP individuals' access to CHA services. Services will be provided by competent interpreters.

Oral Interpretation – Staff

- **Policy**: Where feasible, a qualified multilingual CHA staff member will communicate with LEP individuals in their primary languages. Qualified multilingual staff ("qualified staff") are fully fluent in at least one language in addition to English and are familiar with program specific terms. While CHA staff speak a number of languages in addition to English, these staff were not hired to serve as interpreters, and their competency as interpreters has not been evaluated. Consequently, it is appropriate for qualified staff to assist LEP individuals with routine matters only on an informal and infrequent basis. Examples of routine matters are: assisting an LEP individual in reviewing CHA materials and filling out forms, answering questions about CHA programs, responding to information requests, or notifying an applicant that their application has been accepted. For matters with legal significance, a professional interpreter is required.
- **In Person Protocol**: When an LEP individual comes into the office and identifies themselves using an "I speak" card, or otherwise informs CHA staff of their primary language, a qualified staff member that speaks their primary language will communicate with them to obtain basic information about their request or concern, providing assistance for routine matters only. Qualified staff may also assist with necessary and direct communications between non-multilingual CHA staff and LEP individuals about routine matters only. If no qualified staff are available, or if none can communicate in the necessary language, the LanguageLine (see Oral Interpretaion – Telephone Support Protocol below) will be used to gather information about the caller's request or concern and determine to whom they should be directed.

- **Inbound Telephone Caller Protocol:** CHA's Central Office phone line is staffed Monday through Friday from the hours of 8:30AM to 5PM. When an individual calls, staff will explain that they will be providing important information about services and programs, and to best communicate they need to ask what language is preferred. If the caller indicates a language for which there is an available qualified staff member, their call will be transferred to that staff member who will obtain basic information about the caller's request or concern and provide assistance for routine matters only. If no qualified staff are available, or if none can communicate in the necessary language, the LanguageLine (see below) will be used to gather information about the caller's request or concern and determine to whom they should be directed.

Oral Interpretation - Telephone Support

- **Policy:** CHA will only utilize interpretation services which demonstrate a high degree of training and professionalization among the interpreter staff. CHA currently utilizes a service which provides 24/7 coverage, trained and certified interpreters, and coverage for 170 languages. Additionally, CHA, provides English, Spanish, French/Haitian Creole options for its automated waiting list status line.

  CHA makes its telephone interpretation services available as needed for LEP applicants and participants of all CHA housing programs. CHA will use these services whenever requested by LEP individual, when an LEP person identifies themselves and qualified staff that speaks their primary language is unavailable, or where it is inappropriate for qualified staff to provide language assistance. When these contacts involve review of CHA forms and procedures, CHA will schedule the call so that the telephone interpreter can first review the relevant form or procedure.
- **Protocol:** Prior to placing a call, CHA staff will access a resident/applicant's electronic file to confirm their language preference. If necessary, CHA staff will place a call to the LanguageLine and resident/applicant according to the below procedures.

  If there is no language preference information stored in the resident/applicant's electronic file, CHA staff will begin the call explaining that they will be providing important information about services and programs, and to best communicate they need to ask what language is preferred. CHA staff will update the record accordingly, and if the resident/applicant indicated a language other than English, staff will connect with the LanguageLine using the below procedures.

CHA staff can access telephone interpretation services using the following procedures:

Receiving a Call	**Placing a Call**	**In Person**
1. Use your phone's conference feature to place the LEP individual on hold. 2. Dial the LanguageLine phone number (provided in staff training materials). 3. Provide your 6-digit Client ID. 4. Select the language you need a. Press 1 for Spanish b. Press 2 for all other languages and state the name of the language you need c. Press 0 for assistance if you do not know the language you need. You will be connected to an interpreter who will assist you in identifying the language. 5. Brief the interpreter: summarize what you wish to accomplish and provide any special instructions. 6. Add the LEP individual onto the call. 7. Say "End of Call" to the interpreter when your call is completed.	1. Dial the LanguageLine phone number (provided in staff training materials). 2. Provide your 6-digit Client ID. 3. Select the language you need a. Press 1 for Spanish b. Press 2 for all other languages and state the name of the language you need c. Press 0 for assistance if you do not know the language you need. You will be connected to an interpreter who will assist you in identifying the language. 4. Brief the interpreter: summarize what you wish to accomplish and provide any special instructions. If you need assistance placing a call to the LEP individual, inform the interpreter. 5. Add the LEP individual onto the call. 6. Say "End of Call" to the interpreter when your call is completed.	1. Dial the LanguageLine phone number (provided in staff training materials). 2. Provide your 6-digit Client ID. 3. Select the language you need a. Press 1 for Spanish b. Press 2 for all other languages and state the name of the language you need c. Press 0 for assistance if you do not know the language you need. You will be connected to an interpreter who will assist you in identifying the language. 4. Brief the interpreter: summarize what you wish to accomplish and provide any special instructions. 5. Place the phone on "Speaker" mode or pass the handset back-and-forth. 6. Say "End of Call" to the interpreter when your call is completed.

Tips for CHA Staff working with the LanguageLine

- Speak directly to the LEP individual, not to the interpreter.
- Pause at the end of a complete thought.
- Provide brief explanations of technical terms of art that may come up during the communication (e.g. eligibility, income limits, recertification, lease violation, etc.).
- Speak in short sentences and enunciate words.
- Avoid using acronyms (e.g. HUD, VAWA, etc.).

Oral Interpretation - In Person Assistance

- **Policy:** In the limited instances where telephone interpretation services or the use of bilingual CHA staff are insufficient to ensure meaningful access, CHA will provide qualified in-person interpretation services at no cost to the LEP individual either through local Cambridge community organizations or through contracts with qualified and trained interpretations 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, CHA will generally strive to use telephone assistance. If the LEP person does not wish to use the CHA 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.
- **Protocol:** CHA will use in-person professional interpretation services whenever required. CHA staff can schedule in-person interpretation services using the following procedures:

Scheduling via Email	Scheduling via Phone
1. Send an email to service@languageconnections.com. Your email must include the language you need interpreted and a description of the interaction you will need translated. a. For example: CHA needs a Spanish translator for a housing eviction proceeding. 2. The Language Connections project management team will work with you to schedule the interpretation session.	1. Call Language Connections at (877) 731-6332. 2. Press 2 to be connected with the Language Connections project management staff.

Oral Interpretation - Use of Other Interpreters Not Provided by CHA

- **Policy:** LEP individuals will be informed that CHA will provide them with free access to oral interpretation services. If an LEP individual does not wish to use the free interpretation services provided by CHA, they may provide their own qualified interpreter at their own expense. If CHA cannot validate the competency of the LEP individual's chosen interpreter, CHA will apprise all parties of the implications of any competency or confidentiality issues, and document their decision to waive services. Exhibit 4 provides an example of the waiver document.

While CHA will always respect an individual's decision to use an interpreter of their own choosing, a professional interpreter may be required even in cases where an LEP individual has

elected to use their own interpreter. Especially in situations where precise, complete, and accurate interpretations are critical for legal reasons, CHA may choose to additionally provide its own, independent interpreter.

The use of family members and friends interpreters is generally discouraged. **Under no circumstances will minor children be allowed to serve as interpreters.** Exceptions may be made for routine contacts that do not involve: (1) confidential matters; (2) significant/complex matters impacting the applicant or resident's housing status; (3) rent payments, or; (4) lease compliance. CHA staff will take care to ensure that the LEP individual's choice to use a family member or friend as an interpreter is voluntary and will alert the LEP individual 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 to interpreter, they will consult with CHA's Language Access Coordinator for guidance.

- **Protocol:** Where an LEP individual chooses to use their own interpreter and CHA cannot validate their competency, CHA will document that decision. First, CHA will use the LanguageLine to confirm that the LEP individual understands: (1) that CHA offers professional interpretation services at no cost to the LEP individual; (2) any potential conflicts of interest and their implications; (3) the implications of competency issues, and; (4) that they want to waive CHA's services. If the LEP individual still wishes to use their own interpreter, CHA will obtain a signed release form indicating the LEP individual's choice. This release will be stored in the resident/applicant's file.

D) Written Translation Services

Some 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".

- **Policy**: The list of documents considered vital by CHA is included in Exhibit 5. CHA will provide translated versions of vital documents in Amharic, Arabic, Haitian Creole, Simplified Chinese, Traditional Chinese, Spanish, and Vietnamese. CHA will periodically review and update this list to reflect those documents which are considered vital to applicants and/or participants. It will also track

changes to English-language vital documents and update existing translations to reflect those changes.

- **Protocol**: CHA's Language Access Coordinator will:
    - Conduct an annual review of Vital Documents to ensure that translations accurately reflect the most current English language version of each document.
    - Ensure translation of any newly designated Vital Documents.
    - Post the most current version of all Vital Documents and associated translations internally in a location accessible to all staff.
    - Evaluate any new state or federal guidance and CHA specific contacts with LEP individuals to determine whether CHA must translate additional documents.

E) Providing Notice to LEP Persons

To ensure that LEP persons are aware of the language services available to them, CHA will take the following actions:

- Prominently post notices in CHA's Central Office, site-based management offices, and on its website which indicate the right to request free oral interpretation services and the steps necessary to do so. Notices will be posted in the languages most frequently encountered and will use easily understood terminology, such as "Interpretation Services Available."
- Partner with local community agencies that work with LEP persons to: a) inform them of CHA's policies regarding language services to LEP persons; and, b) solicit their assistance and cooperation in communication of CHA's policies and provision of assistance to LEP persons.
- Incorporate standard "Important Document Translation Notices" into CHA outreach documents describing how to request free language assistance services. The Notice will state "This is an important document. Please contact CHA at (617) 864-3020 to request free language assistance." Exhibit 6 provides an example of this notice.
- Inform resident associations of language assistance services.

V. ONGOING POLICY MAINTENANCE

This section details how CHA will fulfill its commitment to continuously improving the language assistance services it provides.

A) Staff Training

CHA will provide mandatory training annually for all employees to inform them of this LAP and their responsibilities relative to LEP individuals. Staff will be trained on how to appropriately identify, respond to, and assist LEP individuals with whom they have contact.

B) Monitoring and Updating the Language Access Plan

The Language Access Coordinator is responsible for monitoring CHA's ongoing compliance with this LAP and making any necessary updates.

Monitoring

On an ongoing basis, the Language Access Coordinator will conduct reviews to ensure that staff are implementing LAP protocols appropriately. This will include a review of the use data for CHA's contracted language assistance services. Use of language assistance services is direct evidence that LEP individuals are aware that assistance is available and that they are using it. This helps the Language Access Coordinator validate that the LEP public is receiving meaningful access to CHA programs. CHA will also continue to utilize its annual resident survey to check in with residents about their language assistance needs.

Updates

Every two years, as part of CHA annual plan process, the LAP will be reviewed, and CHA will make any necessary updates. During this review CHA will:

- Perform HUD's four-factor analysis to assess whether there have been any significant changes in: the composition or language needs of the LEP population in Cambridge, the frequency with which CHA encounters LEP individuals, and the availability of any new language assistance resources;
- Identify any recommended actions to provide more responsive and effective language services;
- Review program documents to determine if additional Vital Documents have emerged that require translation;
- Review existing English-language vital documents and their accompanying translated versions to ensure that all translated versions are current;
- Review any issues or problems related to serving LEP persons which may have emerged during the past year;
- Review complaints filed with the Language Access Coordinator to identify any issues or problems specific to CHA's provision of language assistance services, and identify any actions CHA could

take to provide the Cambridge LEP public with more responsive and effective language assistance services (e.g. translating a specific document or working with a specific community organization);

- Since it will be part of the agency's overall annual plan process, the annual LAP review and update process will facilitate public review and comment. CHA will also continue to utilize its annual resident survey to query residents about their LEP needs.

C) Complaints

A complaint may be filed with CHA's Language Access Coordinator if an individual believes that they have not received language assistance in accordance with this LAP. Complaints should be filed within 6 months of the alleged denial of services. To file a complaint with the Language Access Coordinator, submit the written complaint to:

Shayla Simmons
Cambridge Housing Authority Legal Department
362 Green St
Cambridge, MA 02139

Exhibit 1: Language Breakdown of Cambridge, MA Individuals with Incomes < 50% AMI

City of Cambridge, MA | Primary Language Spoken by LEP Individuals with Incomes < 50% AMI		
Language or Language Group	**# of Persons 5 and Older**	**% of Persons 5 and Older**
Amharic	1167	17.84%
Spanish	1033	15.79%
Chinese	811	12.40%
Haitian	808	12.35%
Arabic	716	10.95%
Vietnamese	445	6.80%
Tigrinya	248	3.79%
Bengali	218	3.33%
Cantonese	182	2.78%
Portuguese	157	2.40%
Tibetan	138	2.11%
Albanian	132	2.02%
Korean	92	1.41%
Mandarin	81	1.24%
French	78	1.19%
Telugu	69	1.05%
Russian	56	0.86%
German	56	0.86%
Irish	54	0.83%
Total	6541	100.00%

Source: American Community Survey ("ACS"), U.S. Census Bureau (2022 and 2021).

Exhibit 2: "I Speak" Statements

I Speak Statements

- ☐ Unë flas **shqip** (Albanian)
- ☐ **አማርኛ** እናገራለው (Amharic)
- ☐ انا اتكلم اللغة العربية. (Arabic)
- ☐ Ես խոսում եմ **հայերեն** (Armenian)
- ☐ আমি বাংলা ভাষী। (Bengali)
- ☐ Ja govorim **bosanski jezik** (Bosnian)
- ☐ ကျွန်တော်မြန်မာစကားပြောသည်။ (Burmese)
- ☐ 我说中文 (Chinese Simplified)
- ☐ 我說中文 (Chinese Traditional)
- ☐ Ja govorim **hrvatski**. (Croatian)
- ☐ ایـنجانـب بـه زبـان فـارسی صحبت مـی کـنم (Farsi)
- ☐ Je parle **français**. (French)
- ☐ Je parle le **Français haïtien** (French Creole)
- ☐ Μιλάω **ελληνικά**. (Greek)
- ☐ હું ગુજરાતી બોલુ છું (Gujarati)
- ☐ Mwen pale Kreyòl. (Haitian Creole)
- ☐ मैं **हिंदी** बोलता हूँ (Hindi)
- ☐ Kuv hais **lus hmoob**. (Hmong)
- ☐ Ana m a sụ **Igbo** (Igbo)
- ☐ Parlo **Italiano** (Italian)
- ☐ 私は**日本語**を話します (Japanese)
- ☐ Mi chat **Jamiekan langwjij** (Jamaican Creole)
- ☐ ខ្ញុំនិយាយភាសា**ខ្មែរ** (Khmer)
- ☐ 본인의 모국어는 **한국어**입니다 (Korean)
- ☐ ئه ز زمانی **کوردی** ده ئاخفم. (Kurdish)
- ☐ Ǹ a po Klào Win. (Kru)
- ☐ ຂ້າພະເຈົ້າເວົ້າ **ພາສາລາວ**. (Lao)
- ☐ Yie gorngv **Mienh** waac. (Mien)
- ☐ म **नेपाली** बोल्छु (Nepali)
- ☐ Mówię **po polsku**. (Polish)
- ☐ Eu falo **Português**. (Portuguese)
- ☐ ਇ ਸ੍ਪੇਆਕ ਪੰਜਾਬੀ (Punjabi)
- ☐ Cunosc limba **Română**. (Romanian)
- ☐ Я говорю **по-русски**. (Russian)
- ☐ Ou te tautala **faaSamoa**. (Samoan)
- ☐ Govorim **srpski**. (Serbian)
- ☐ Waxaan ku hadlaa **Somali**. (Somali)
- ☐ Yo hablo **español**. (Spanish)
- ☐ أتحدث **السودانية** (لغوي سوداني) (Sudanese)
- ☐ Marunong po akong magsalita ng Tagalog. (Tagalog)
- ☐ ข้าพเจ้าพูด **ภาษาไทย** (Thai)
- ☐ ኣነ ትግርኛ ይዛረብ እየ. (Tigrinya)
- ☐ Я розмовляю **українською**. (Ukrainian)
- ☐ میں **اردو** بولتا/ بولتی ہوں . (Urdu)
- ☐ Tôi nói tiếng **Việt**. (Vietnamese)
- ☐ **יידיש** רעד איך (Yiddish)
- ☐ Mo gbọ **Yoruba** (Yoruba)

Exhibit 3: Interpretation Services Available Poster

Interpretation Services Available

English Translation: Point to your language. An interpreter will be called. The interpreter is provided at no cost to you.

Arabic عربي أشر إلى لغتك. وسوف يتم جلب مترجم فوري لك. سيتم تأمين المترجم الفوري مجانا.	**Korean** 한국어 귀하께서 사용하는 언어를 지적하시면 해당 언어 통역 서비스를 무료로 제공해 드립니다.
Amharic አማርኛ ወደ ቋንቋዎ ይጠቁሙ። አስተርጓሚ ይጠራል። አስተርጓሚው የሚቀርበው ያለ ምንም ወጪ ነው።	**Mandarin** 國語 請指認您的語言， 以便為您提供免費的口譯服務。
Burmese မြန်မာ သင့်ဘာသာစကားကို ညွှန်ပြပါ။ စကားပြန် ခေါ်ပေးပါမယ်။ သင့်အတွက် စကားပြန် အခမဲ့ ပေးပါမယ်။	**Polish** Polski Proszę wskazać swój język i wezwiemy tłumacza. Tłumacza zapewnimy bezpłatnie.
Cantonese 廣東話 請指認您的語言， 以便為您提供免費的傳譯服務。	**Portuguese** Português Indique o seu idioma. Um intérprete será chamado. A interpretação é fornecida sem qualquer custo para você.
Farsi فارسي به زبان موردنظر اشاره کنید. ما برای شما مترجم می آوریم. این کار هیچ هزینه ای برای شما نخواهد داشت.	**Punjabi** ਪੰਜਾਬੀ ਆਪਣੀ ਭਾਸ਼ਾ ਵੱਲ ਇਸ਼ਾਰਾ ਕਰੋ ਅਤੇ ਇਕ ਦੁਭਾਸ਼ੀਆ ਬੁਲਾਇਆ ਜਾਏਗਾ। ਇਹ ਦੁਭਾਸ਼ੀਆ ਤੁਹਾਨੂੰ ਬਿਨਾ ਕਿਸੇ ਖ਼ਰਚ ਦੇ ਦਿੱਤਾ ਜਾਏਗਾ।
French Français Pointez vers votre langue et on appellera un interprète qui vous sera fourni gratuitement.	**Russian** Русский Укажите язык, на котором вы говорите. Вам вызовут переводчика. Услуги переводчика предоставляются бесплатно.
Haitian Creole Kreyòl Lonje dwèt ou sou lang ou pale a epi n ap rele yon entèprèt pou ou. Nou ba ou sèvis entèprèt la gratis.	**Somali** Afsoomaali Farta ku fiiq luqadaada... Waxa laguugu yeeri doonaa turjubaan. Turjubaanka wax lacagi kaaga bixi mayso.
Hindi हिंदी अपनी भाषा पर इंगित करें और एक दुभाषिया बुलाया जाएगा। दुभाषिये का प्रबन्ध आप पर बिना किसी खर्च के किया जाता है।	**Spanish** Español Señale su idioma y llamaremos a un intérprete. El servicio es gratuito.
Hmong Hmoob Taw rau koj hom lus. Yuav hu rau ib tug neeg txhais lus. Yuav muaj neeg txhais lus yam uas koj tsis tau them dab tsi.	**Tagalog** Tagalog Ituro po ang inyong wika. Isang tagasalin ang ipagkakaloob nang libre sa inyo.
Italian Italiano Puntare sulla propria lingua. Un interprete sarà chiamato. Il servizio è gratuito.	**Vietnamese** Tiếng Việt Hãy chỉ vào ngôn ngữ của quý vị. Một thông dịch viên sẽ được gọi đến, quý vị sẽ không phải trả tiền cho thông dịch viên.

Poster provided by Language Line Services © 2011 • 1-800-752-6096 • www.LanguageLine.com
Over-the-phone interpretation and document translation in more than 170 languages.

Language Line services

Exhibit 4: Waiver of Free Interpretation Services

362 Green Street
Cambridge, MA 02139
www.cambridge-housing.org
T: 617-864-3020 | TDD 800 545 1833 x112

WAIVER OF INTERPRETATION SERVICES

Date: _____

Client Name: _____

Address: _____

_____

_____

Phone: _____

I, _____, understand that under federal and state law I have the right to have a qualified interpreter provided to me free of charge by Cambridge Housing Authority to explain to me, in my preferred language, information concerning their programs. I acknowledge that Cambridge Housing Authority explained this right to me in my preferred language.

I understand that Cambridge Housing Authority provides interpretation services free of charge for its limited English and non-English speaking clients. Cambridge Housing Authority has encouraged me to use the services of its provided qualified interpreter. I acknowledge that Cambridge Housing Authority explained to me in my preferred language the importance of having the requested information explained to me by a qualified interpreter in my preferred language so that I can understand my legal rights and fully and knowingly participate in all programs it offers.

I acknowledge that the staff of Cambridge Housing Authority discussed with me the risks of using a friend and/or family member as my interpreter. These risks, as explained to me by Cambridge Housing Authority, include but are not limited to the following:

- Friends and/or family members may not have the language skills and technical vocabulary required to interpret information completely and accurately concerning my questions about Cambridge Housing Authority programs;

362 Green Street
Cambridge, MA 02139
www.cambridge-housing.org
T: 617-864-3020 | TDD 800 545 1833 x112

- Friends and/or family members are not bound to uphold the same standards of privacy, confidentiality, ethics, and linguistic accountability as a professional, qualified interpreter; and,
- Issues may arise concerning my questions that may be sensitive and/or difficult to discuss with me through a friend and/or family member.

I fully understand the risks of using a friend and/or family member as my interpreter. I have freely, voluntarily, and knowingly decided to decline the professional interpreter that Cambridge Housing Authority has offered to provide me with free of charge, and instead use a friend and/or a family member as an interpreter.

I understand that by using a friend and/ or family member as my interpreter, confidential information may be disclosed to them, and I agree that this disclosure can be made.

I understand that at any time, I can change my mind and ask a staff member of Cambridge Housing Authority to provide an interpreter. I understand that Cambridge Housing Authority may still choose to secure its own professional interpreter to ensure the accuracy of the matter being discussed.

I have read the above and received a copy.

_____	_____	_____
Client Name	Client Signature	Date
_____	_____	_____
CHA Staff Name	CHA Staff Signature	Date
_____	_____	
Interpreter Name/ID Number	Language Used	

Exhibit 5: Vital Documents List

- Communication Preference Form
- 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 simplification notices and schedules
- Rent change notices
- Transfer policies and procedures
- Section 8 family obligations

Exhibit 6: Important Document Translation Notice

Kreyòl ayisyen: Sa a se yon dokiman enpòtan. Tanpri kontakte CHA nan 617-864-3020 pou asistans gratis nan lang.
Español: Este es un documento importante. Comuníquese con CHA al 617-864-3020 para obtener asistencia lingüística gratuita.
Português: Este é um documento importante. Entre em contato com a CHA pelo telefone 617-864-3020 para obter assistência linguística gratuita.
አማርኛ: ይህ አስፈላጊ ሰነድ ነው. ለነጻ ቋንቋ እርዳታ እባክዎ CHAን በ 617-864-3020 ያግኙ።
简体中文：这是一份重要文件。请拨打 617-864-3020 联系 CHA 获取免费语言帮助。
繁體中文：這是一份重要文件。請致電 617-864-3020 聯絡 CHA 以獲取免費語言協助。
عربي: هذه وثيقة هامة. يرجى الاتصال بالغرفة CHA على الرقم 3020-864-617 للحصول على المساعدة اللغوية المجانية.
Tiếng Việt: Đây là một tài liệu quan trọng. Vui lòng liên hệ CHA theo số 617-864-3020 để được hỗ trợ ngôn ngữ miễn phí.

APPENDIX C:
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY & REQUIREMENTS

CAMBRIDGE HOUSING AUTHORITY

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

REGARDING DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

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A. PURPOSE

1. The purpose of this Policy is to reduce domestic violence, dating violence, sexual assault and stalking and to prevent homelessness by:
    a. Protecting the safety of victims;
    b. Creating long-term housing solutions for victims;
    c. Building collaborations among victim service providers; and
    d. Assisting Cambridge Housing Authority ("CHA") to respond appropriately to the violence while maintaining a safe environment for CHA, employees, resident households, applicant households and others.
2. The Policy will assist CHA in providing rights under the Violence Against Women Act ("VAWA") to its applicant households and all program participants.
3. This Policy applies to all applicants and program participants in all Cambridge Housing Authority ("CHA") programs.

B. MISSION STATEMENT

CHA's policy is to comply with the 2005 VAWA Pub. L. 109-162, as amended by VAWA 2022 (The Violence Against Women Reauthorization Act of 2022, Pub. L. 117-103); CHA shall not discriminate against an applicant or other program participant on the basis of the rights or privileges provided under the VAWA Policy.

C. DEFINITIONS

The definitions in this Section apply only to this Policy.

1. Confidentiality: CHA will not enter information provided to CHA under this policy into a shared database or provide this information to any related entity except as stated in D.4., below.
2. Dating Violence: Violence committed by a person:
    a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        i The length of the relationship;
        ii The type of relationship; and

iii The frequency of interaction between the persons involved in the relationship.

3. Domestic Violence: Felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Massachusetts, and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—
    a. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
    b. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    c. shares a child in common with the victim; or
    d. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

4. Affiliated Individual: A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other individual, tenant, or lawful occupant living in the resident household of that individual.

5. Perpetrator: A person who commits an act of domestic violence, dating domestic violence, sexual assault, or stalking against a victim.

6. Self-Petitioner: a person who is not a US citizen who has "self-petitioned" for immigrant classification with the U.S. Citizenship and Immigration Services as a victim of "battery or extreme cruelty" where the *perpetrator* is: (1) the person's spouse, parent, stepparent, or adult child, and (2) is a U.S. citizen or lawful permanent resident. VAWA covers the following types of battery or extreme cruelty: domestic violence, dating violence, sexual assault, and stalking. When applying for housing assistance or continued assistance on their own behalf, VAWA self-petitioners may indicate they are in "satisfactory immigration status."

7. Sexual Assault: Any nonconsensual sexual act proscribed by Federal, tribal, or State law,

including when the victim lacks capacity to consent.

8. Stalking: Includes the following:
    a. To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim;
    b. To place under surveillance with the intent to kill, injure, harass or intimidate the victim;
    c. In the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or
    d. To cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim.

9. Victim: A person who is the victim of domestic violence, dating violence, sexual assault or stalking under this Policy and who has timely and completely completed the certification under Section D or as requested by CHA.

D. CERTIFICATION AND CONFIDENTIALITY

1. HUD Approved Certification
    a. For each incident that a person is claiming is abuse, except as provided in Section C.2. below, the person shall certify to CHA, owner or manager their victim status by completing a HUD approved certification form.
    b. The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy.
    c. Unless to do so would be unsafe to provide or the name of the perpetrator is unknown to the victim, the person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information. CHA will not make contact with the perpetrator if doing so would create a risk of harm to the person claiming abuse.

d. If there is reason to believe that the certification is incomplete or inaccurate, CHA may require additional documentation of the incident. Such documentation shall not place the victim in any danger. CHA shall work with the victim to identify appropriate sources of documentation.

2. Other Certification: A person who is claiming victim status may provide to CHA, an owner or manager the following certification instead of the HUD-approved certification:
    a. Documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, a social service provider, domestic violence shelter staff, school personnel, an attorney, or a medical professional, including social workers, psychologists, and mental health providers, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or
    b. A federal, state, tribal, territorial, local police or court record.
    c. If the victim elects to provide other certification, either that certification or the victim must provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information unless to do so would be unsafe to provide or the name of the perpetrator is unknown.

3. Failure to Provide Certification: The person shall provide complete and accurate certifications to CHA, owner or manager within fourteen (14) business days after the party requests in writing that the person completes the certifications. CHA shall allow reasonable extensions, as determined by CHA, for submission of certifications for good cause shown.

    If the person does not provide a complete and accurate certification within the 14 business days, or any CHA-approved extension, CHA, the owner or manager may take action to deny or terminate participation or tenancy.

4. Confidentiality: CHA, the owner and manager shall keep all information provided to CHA under this Section confidential. CHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:
    a. The victim requests or consents to the disclosure in writing;
    b. The disclosure is required for:
        i. Eviction from public housing.
        ii. Termination of Section 8 assistance; or
        iii. Applicable law requires the disclosure.

E. APPROPRIATE BASIS FOR DENIAL OF ADMISSION OR TENANCY

1. CHA shall not deny participation or admission to a program on the basis of a person's victim status if the person otherwise qualifies for admission or assistance.

2. An incident or incidents of, or directly related to, actual or threatened domestic violence, dating violence, sexual assault or stalking and/or any behavior engaged in by a perpetrator directly related to such incidents will not be a serious or repeated violation of the lease by victim and shall not be good cause for denying to a victim admission to a program, terminating occupancy rights, or evicting a tenant.

3. Where CHA receives adverse information about an applicant or applicant's household member(s) and the applicant is a victim of domestic violence, CHA shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If CHA determines that there is such a connection, then CHA shall disregard the adverse information (provided that the perpetrator will not be part of the applicant household).

4. Landlords, homeowners, tenants, residents, occupants, and guests of, and applicants, for housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or

otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by CHA. Prohibited penalties under this paragraph include:

a. Actual or threatened assessment of monetary or criminal penalties, fines, or fees;
b. Actual or threatened eviction;
c. Actual or threatened refusal to rent or renew tenancy;
d. Actual or threatened refusal to issue an occupancy permit or landlord permit; and
e. Actual or threatened closure of the property, or designation of the property as a nuisance of similarly negative designation.

5. CHA shall not require a particular landlord reference or other information, where obtaining such a reference or information will place the applicant, or a member of the applicant's household, at increased risk of harm. In this instance, CHA shall allow reasonable alternative forms of verification as determined by CHA and shall not ask the applicant to obtain documents not reasonably obtainable, as determined by CHA. CHA shall, in appropriate instances, permit the applicant to provide photocopies of original documents where originals cannot be obtained due to the actions of the perpetrator.

6. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's resident household or any guest or other person under the tenant's control shall not be cause for termination of tenancy, or occupancy rights if the tenant or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault or stalking.

7. Notwithstanding Sections E.1., E.2., and E.5., above, CHA may bifurcate a lease to evict any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, or otherwise penalizing the victim of the violence who is also a tenant or affiliated individual.

If a tenant who is evicted was the sole tenant eligible to receive assistance, any remaining tenant or affiliated individual will be provided an opportunity to establish eligibility, in accordance with the requirements of the Plan pertaining to eligibility for continued

occupancy. If no tenant or affiliated individual is eligible, the remaining tenant or affiliated individual will be provided a reasonable time, as defined by HUD, to find new housing or to establish eligibility for another covered housing program (as defined in VAWA).

8. Nothing in Sections E.1., E.2., and E.5., above shall limit the authority of CHA, an owner, or a manager when notified to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the resident household members when the family breaks up.

9. Nothing in Sections E.1., E.2., and E.5., above limits CHA's authority:
    a. To evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's resident household. However CHA, an owner, or a manager may not hold a victim to a more demanding standard.
    b. To evict or terminate assistance, or deny admission to a program if CHA, an owner, or a manager can show an actual and imminent threat to other resident households, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
    c. To deny admission, terminate assistance, or evict a person who engages in criminal acts including but not limited to acts of physical violence, sexual assault or stalking against family members or others.

10. A resident household may request a transfer in accordance with CHA's Transfer Policy to protect their health or safety if the resident household meets the following criteria:

    a. Is a victim under this Policy: for a victim of sexual assault, the incident occurred within the ninety (90) days preceding the date of the request for transfer;
    b. Reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the apartment; and
    c. Has complied with all other obligations of the program;

The determination of eligibility for the transfer will be made by the Director of Operations or his/her designee. A household found to meet the above criteria may be permitted to transfer to another CHA unit, receive a Section 8 voucher and stay in Cambridge or move to another Section 8 jurisdiction, provided that the transfer will ameliorate the risk to the health and safety of the victim.

11. Immigration Status. When applying for housing assistance or continued assistance on their own behalf, VAWA self-petitioners may indicate they are in "satisfactory immigration status." While CHA is required to verify all noncitizen eligibility for its programs using the Department of Homeland Security's SAVE System, it cannot deny a self-petitioner's application to one of its programs until a final determination (including any appeals) of immigration status is made by U.S. Citizenship and Immigration Services. All VAWA protections apply while verification is pending, and assistance cannot be delayed, denied, reduced, or terminated based on immigration status. In addition, once CHA receives an application from a self-petitioner, it cannot request any extra information past what is required to complete its verification using SAVE.

F. ACTIONS AGAINST PERPETRATORS

1. CHA may evict or deny admission to a program or bar a perpetrator from its property under this Policy.

2. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault or stalking. Steps taken shall be reasonable to the circumstances of each case, and shall not create a risk of harm to the victim. The action may include but is not limited to:
    a. Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
    b. Obtaining and enforcing an order barring the perpetrator from the property;
3. Enforcing CHA or law enforcement's order barring the perpetrator from the property;

4. Preventing the delivery of the perpetrator's mail to the victim's unit;

5. Providing identifying information listed in D.1.c., above; and

6. Other reasonable measures.

7. CHA shall take measures to protect the confidentiality of a victim's tenant file from disclosure to a perpetrator after the perpetrator has been removed from the household.

G. PROHIBITION AGAINST RETALIATION

CHA shall not discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter.

CHA shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under VAWA, including —

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under VAWA; and
2. Retaliating against any person because that person has participated in any investigation or action to enforce VAWA.

H. NOTICE TO APPLICANTS AND RESIDENT HOUSEHOLDS

CHA shall provide notice to applicants and, resident households, of their rights and obligations under VAWA and this Policy upon denial of residency in a dwelling unit, at the time the individual is admitted to a dwelling unit, with any notification of eviction or notification of termination of assistance, and in multiple languages in accordance with CHA Language Assistance Plan, in a form developed by HUD, and including a HUD Certification Form as described in Section D above. Such notice shall include the duty of CHA to consider mitigating circumstances and to request a reasonable accommodation under CHA's Reasonable Accommodation Policy.

I. REPORTING REQUIREMENTS

CHA shall include in its Annual Plan, a statement of goals, objectives, policies or programs that will

serve the needs of victims. CHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

J. COMPLAINT PROCESS

HUD will accept complaints, investigate them, and enforce VAWA using its Fair Housing Act complaint processes. You must file a complaint within one (1) year of the alleged VAWA violation.[1] If a complaint is filed more than one (1) year after the alleged violation, the United States Office of Fair Housing and Equal Opportunity ("FHEO") may, but is not required, to investigate.

If you believe that your rights under VAWA have been, or are about to be, violated please file a VAWA complaint with the FHEO at https://www.hud.gov/fairhousing/fileacomplaint%20. The FHEO also accepts VAWA complaints via mail, email, or telephone.

K. CONFLICT AND SCOPE

This Policy does not enlarge CHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance shall control. If this Policy conflicts with another CHA policy, this Policy will control.

[1] If there is a violation that began prior to a year before the complaint is filed, but it continues into the one year time period, HUD will accept the complaint.

APPENDIX D:
AFFIRMATIVE MARKETING PLAN

APPENDIX D: AFFIRMATIVE MARKETING PLAN

A. Affirmative Fair Marketing and Outreach When Waitlists are Open

When waitlists open, CHA'S fair housing outreach will include outreach in print advertising and coordination with service providers such as community-based organizations, private housing owners, outreach in other languages in accordance with the CHA Limited English Proficiency Plan (written and oral translation and interpretation into Spanish, French or Haitian Creole, and Portuguese, and oral interpretation into Amharic, Chinese, Arabic, Korean, Japanese, Bengali, and other languages as necessary), publication of opening of the waiting list in a newspaper of general circulation, in minority media and electronically through CHA's website, and compliance with the CHA Equal Opportunity Housing Plan (EOHP), where in the CHA conducts special outreach to homeless families via local shelters, food pantries, and the Cambridge Multi-Service Center.

When available, application materials can be found at the Cambridge Housing Authority Central Office, 362 Green Street, 3rd floor, Cambridge, MA 02139 or via the CHA website at www.cambridge-housing.org.

B. Additional Affirmative Outreach

Advertisements shall be placed in newspapers that serve "the least likely to apply" minority groups and other groups protected under fair housing laws early in the outreach and marketing period. Notices will be sent to area churches, local civic groups, social service agencies and other nonprofit organizations. Advertisements and notices will be placed with the following organizations targeting the affirmative outreach targets:

Outlet Name:	Racial/Ethnic Market:
El Mundo Newspaper 408 S Huntington Ave. Boston, MA 02130 Phone: (617) 522-5060 Fax: (617) 524-5886	Spanish - Latino
Bay State Banner 23 Drydock Avenue Boston, MA 02210 617 261-4600	African American
Chinese Progressive Association 28 Ash St Boston, MA 02111	Asian - affirmative
Sampan (local newspaper) 87 Tyler Street, 5th Floor Boston, MA 02111 617-426-9492	Asian - affirmative
Asian American Civic Association 200 Tremont Street Boston, MA 02111 617-357-6000	Asian – affirmative
Boston Asian YES 199 Harrison Avenue	Asian – affirmative

Outlet Name:	Racial/Ethnic Market:
Boston, MA 02121	
Asian Community Development Corp. 38 Oak Street Boston, MA 02111 617-482-2380	Asian – affirmative
Massachusetts Center for Native American Awareness, Inc. P.O. Box 5885 Boston, MA 02114-5885 617-642-1683 mcnaa@aol.com	Native American
North American Indian Center of Boston 105 S. Huntington Ave. Jamaica Plain, MA 02130 info@naicob.org	Native American
South Cove Community Health Center Chinatown Clinic 885 Washington St. Boston, MA 02111-1415 617-482-7555	Community Health Clinic in Boston's Chinatown Neighborhood
Japanese Association of Greater Boston 792 Massachusetts Avenue Rear Arlington, MA 02476 781-643-1061 info@jagb.org	Asian - Japanese
Boston Korea Newspaper 161 Harvard Ave., Ste. 13 Allston, MA 02134 617-254-4654 www.Bostonkorea.com	Asian - Korean
Cambodian Mutual Assistance Association 120 Cross Street Lowell, MA 01854 978-454-6200	Asian - Cambodian
Chinese Culture Connection 99 Dartmouth St., 4th Floor Malden MA 02148 (Malden YMCA) 781-324-7856	Asian - Chinese
Metta Health Center 135 Jackson Street Lowell, MA 01852 978-441-1700	Community Health Clinic that focuses on the Southeast Asian community in Lowell, MA
Bay Windows PO BOX E14, Boston, MA 02127	Lesbian, Gay, Bisexual and Transgender

Outlet Name:	Racial/Ethnic Market:
Phone - 617-464-7280 Fax - 617-464-7286	

C. General Marketing and Outreach Methods

Advertisements will be placed in local and regional newspapers (both inside and outside of Cambridge), and newspapers that serve minority groups and other groups protected under fair housing laws. All advertisements will appear in the Cambridge Day or other local news publication and on the CHA website in addition to any other outlet as required by the Cambridge Housing Authority Administration Plan.

1. Notice of opening of the list will be given to Boston Fair Housing Commission's Metrolist (Metropolitan Housing Opportunity Clearing House). Such units shall be reported whenever they become available (including upon turnover).
2. Notice of opening of the list will be given to Housing Navigator.
3. Marketing will also be included in non-English publications based on the prevalence of particular language groups in the regional area. Prevalence of particular languages will be determined in accordance with the CHA Limited English Proficiency Plan and/or through the use of Census Bureau data.
4. All marketing will be comparable in terms of the description of the opportunity available, regardless of the marketing type (e.g., local newspaper vs. minority newspaper). The size of the advertisements, including the content of the advertisement, as well as the dates of the advertising unless affirmative advertising occurs first, will be comparable across regional, local, and minority newspapers.
5. All advertising will offer reasonable accommodations in the application process.
6. Advertisements will run a minimum of two times over a sixty-day period and be designed to attract attention.
7. Pursuant to fair housing laws, advertising/marketing will not indicate any preference or limitation, or otherwise discriminate based on race, color, disability, religion, sex, familial status, sexual orientation, gender identity, national origin, genetic information, ancestry, children, marital status, or public assistance recipiency. Exceptions may apply if the preference or limitation is pursuant to a lawful eligibility requirement.
8. All advertising and marketing materials portraying persons will depict members of classes of persons protected under fair housing laws, including majority and minority groups as well as persons with disabilities.

9. The Fair Housing logo ( ) and slogan ("Equal Housing Opportunity") will be included in all marketing materials. The logo will be obtained at HUD's website at: http://www.hud.gov/library/bookshelf11/hudgraphics/fheologo.cfm.