DRAFT ADMINISTRATIVE PLAN

for the

RENTAL ASSISTANCE PAYMENTS PROGRAM

"RAP"

July 1, 2015

OUR MISSION…..A Connecticut where affordable housing, in strong, vibrant and inclusive communities, is accessible to individuals and families across the state and homelessness is a thing of the past.

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Chapter 1 STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The State of Connecticut Department of Housing ("DOH") Rental Assistance Program (RAP), created by legislation in 1985 through Substitute Senate Bill No. 883, is intended to supplement the Federal Section 8 Housing Program (now known as the Housing Choice Voucher Program) by providing an opportunity for low-income families to live in decent, safe and sanitary housing (see Sections 17b-812-1 through 17b-812-14 of the Regulations of Connecticut State Agencies). While modeled on the Housing Choice Voucher Program, RAP differs from that program in some respects. The program requirements of RAP are described in and implemented through this administrative plan which is designed to explain and elaborate upon the regulations governing RAP.

On July 1, 2013, the DOH assumed responsibility for the administration of RAP from the Connecticut Department of Social Services. RAP administration shall be conducted in accordance with federal, state and local Fair Housing laws and regulations. The DOH and its subcontractors shall be in compliance with the State Code of Ethics as set forth in Conn. General Statutes Sections 1-79 through 1-101 inclusive.

JURISDICTION

Jurisdiction covers the entire state of Connecticut.

A. DEPARTMENT OVERVIEW

DOH is a statewide public agency that works in concert with municipal leaders, public agencies, community groups, local housing authorities, and other housing developers in the planning and development of affordable homeownership and rental housing units, the preservation of existing multi-family housing developments, community revitalization and financial and other support for our most vulnerable residents through our funding and technical support programs. As the State's lead agency for all matters relating to housing, DOH provides leadership for all aspects of policy and planning relating to the

development, redevelopment, preservation, maintenance and improvement of housing serving very low, low, and moderate-income individuals and families. DOH is also responsible for overseeing compliance with applicable statutes, regulations and financial assistance agreements for funded activities through long-term program compliance monitoring.

DOH strengthens and revitalizes communities by promoting affordable housing opportunities. DOH seeks to eliminate homelessness and to catalyze the creation and preservation of quality, affordable housing to meet the needs of all individuals and families statewide to ensure that Connecticut continues to be a great place to live and work.

The executive management of the department is vested in a Commissioner of Housing and a Deputy Commissioner. The Department of Economic and Community Development, which provides shared services, including but not limited to Human Resources, Communication and Information Technology, supports DOH administratively. By statute, a statewide Housing Advisory Council provides guidance and assistance to the Commissioner. The department has approximately 35 full-time employees and administers more than one-hundred and thirty million dollars in state general fund and state bond fund allocations, in addition to another fifty million dollars in direct federal grant funds.

Within the department, the Office of Individual and Family Programs is authorized to administer the Rental Assistance Program. In addition to the RAP, the group maintains oversight of the Section 8 Housing Choice Voucher Program and the Section 8 Moderate Rehabilitation Program.

B. LOCAL OBJECTIVES

RAP is designed to achieve these major objectives:

1. To provide decent, safe and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
2. To annually ensure that all RAP-subsidized units meet housing quality standards ("HQS") and that families pay fair and reasonable rents.
3. To promote fair housing and the opportunity for very low income families of all ethnic backgrounds to experience freedom of housing choice.
4. To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low income families.

In addition, DOH has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community.
2. To encourage self-sufficiency of participating families.
3. To create positive public awareness and expand the level of family, owner, and community support in accomplishing DOH's housing mission.
4. To attain and maintain a high level of standards and professionalism in the day-to-day management of all RAP components.
5. To administer an efficient, high-performing program through continuous improvement of the support systems used in RAP and to demonstrate the commitment of DOH to its employees and contractors and to their development.

C. PURPOSE OF THE PLAN

The purpose of this Administrative Plan is to establish policies for administering RAP in a manner consistent with state regulations. The plan covers both admission to, and continued participation in, the RAP.

DOH is responsible for complying with statutes and regulations governing RAP and for amending regulations pertaining to the program when necessary.

D. TERMINOLOGY

The State of Connecticut Department of Housing and/or its contract administrator is referred to as the **"Housing Authority"** or "**HA**" throughout this plan.

"**Family**" includes but is not limited to:

- A family with or without children (*the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size*)
- An elderly family
- A near-elderly family
- A displaced family
- A household
- The remaining member of a household, and
- A single person who is not an elderly or displaced person or a person with disabilities or the remaining member of a household.

"**Head of Household**" is the person who assumes legal and financial responsibility for the household and is listed on the application as the head.

"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and **"owner"** are used interchangeably.

"**Person with Disabilities**" is a person who has a disability as defined in 42 U.S.C. 423 or a developmental disability as defined in 42 U.S.C. 6001. It also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the

ability to live independently and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in § 24 CFR 8.3. This definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (*for low-income housing eligibility purposes*).

"HQS" means Housing Quality Standards required by HUD regulations and modified in accordance with Chapter 10 of this document.

"Failure to Provide" refers to all requirements set forth in the first family obligation noted in Chapter 15, **"Denial or Termination of Assistance."**

"**Spouse**" is the husband or wife of the head of the household.

"**Co-Head**" is an individual in the household who is equally responsible for the lease with the Head of Household. (*A family never has a co-head and a spouse and a co-head is never a dependent*).

"**Live-In Aide**" is a person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person and would not be living in the unit except to provide necessary supportive services.

"Split Households" are when a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, the new families both claim the same placement on the waiting list, and there is no court determination. The HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.

2. Which family unit retains the children or any disabled or elderly members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence or criminal activity in the split.
5. Recommendations of social service agencies or qualified professionals such as those employed by children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

"Multiple Families in the Same Household" are when families apply which consist of two families living together (such as a mother and father, and a daughter with her own husband or children). If they apply as a family unit, they will be treated as a family unit.

"Joint Custody of Children" Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. 51% of the time is defined as 183 or more days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

E. FAIR HOUSING POLICY

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

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Rental Assistance Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family, marital status, handicap, disability or sexual orientation, ancestry, gender identity or expression, familial status, or lawful source of income. The HA will make every effort to provide training and materials to its staff to enable them to inform owners and tenants of Connecticut General Statute 46a-64c (concerning discrimination based on sources of income) and 46a-7 (discrimination based on physical or mental disability).

To further its commitment to full compliance with applicable civil rights laws, the HA will provide federal, state and local information to RAP certificate holders regarding discrimination and any recourse available to them if they believe they are victims of discrimination. Such information will be made available during the family briefing session held to facilitate receipt of the RAP certificate, and all applicable Fair Housing information and discrimination complaint forms will be made a part of the RAP certificate holder's briefing packet.

No individual with a disability shall be denied the benefits of or be excluded from participation in RAP or otherwise be subjected to discrimination because the HA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information will be displayed in locations throughout the HA's offices including in places that are easily readable from a wheelchair.

The HA's offices will be accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone service provider.

F. REASONABLE ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA (including when a family applies to participate in

RAP), when the HA initiates contact with a family, and when the HA schedules or reschedules appointments of any kind. A reasonable accommodations package is provided to all participants.

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

Persons with Disabilities

The policies and practices of the HA are designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize RAP and related services. The availability of specific accommodations will be made known by including notices on HA forms and letters to all families, and all requests for accommodation will be verified so that the HA can properly accommodate the need presented by the disability.

A person requesting a reasonable accommodation must meet the definition of a person with a disability, as "disability" is defined in the Americans with Disabilities Act ("ADA"):

1. With respect to an individual, the term "disability" means:
   - A physical or mental impairment that substantially limits one or more of the major life activities of an individual
   - A record of such impairment, or
   - Being regarded as having such an impairment.
2. Those "regarded as having such an impairment" may include those with conditions such as obesity or cosmetic disfigurement, and individuals perceived to be at high risk of incurring a work-related injury.
3. Individuals with contagious diseases who do not pose a direct threat to others are covered by the Federal Americans with Disabilities Act. Persons with AIDS and those who test positive for the HIV virus are considered to have a disability.

The term "physical or mental impairment" includes alcoholism and drug addiction, other than addiction caused by current, illegal use of a controlled substance. A person who has successfully completed a supervised drug rehabilitation program or has otherwise been successfully rehabilitated and is no longer engaging in the illegal use of drugs, or is participating in a supervised rehabilitation program and is no longer engaging in the illegal use of drugs, is covered under the ADA. Current drug users are not covered.

A person requesting a reasonable accommodation should explain what type of accommodation the person is requesting and, if the need for the accommodation is not readily apparent or not known to the HA, explain the relationship between the requested accommodation and the disability. A person with a disability that is not readily apparent must provide the HA with reliable information that verifies that the person meets the definition of disabled, describes the needed accommodation, and shows the relationship between the person's disability and the need for the requested accommodation. The HA will provide forms to assist a person making a reasonable accommodation request to verify such information, although the person is not required to use the forms to make the request. The HA will keep all information relevant to a reasonable accommodation request confidential.

If the HA finds that the requested accommodation creates an undue administrative or financial burden or fundamentally alters the nature of the provider's operations, the HA will, in a reasonable time, deny the request in writing and discuss with the person whether there is an alternate accommodation it believes will meet the needs of the person.

If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request a hearing to review the HA's decision.

A person with a disability may identify a designee to provide information to the HA.

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

Undue Hardship

Requests for reasonable accommodation from persons with disabilities shall be granted upon verification that they meet the need presented by the disability and that they do not create an "undue financial and administrative burden" for the HA, meaning an action requiring "significant difficulty or expense". This standard is not specifically defined in the Federal Americans with Disabilities Act.

In determining whether accommodation would create an undue hardship, the following issues shall be taken into account:

- The nature and cost of the accommodation needed
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, and
- The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, and the likely impact on the operation of the facility as a result of the accommodation.

Verification of a Request for Reasonable Accommodation

All requests for accommodation or modification will be verified with a reliable, knowledgeable professional.

The Housing Authority utilizes organizations which provide assistance for hearing- and sight impaired persons when needed.

The HA will refer families which include persons with disabilities to agencies in the community that offer services to persons with disabilities.

G. TRANSLATION OF DOCUMENTS

The Housing Authority has staff to assist non-English-speaking families in Spanish. Upon request documents will be translated into Spanish and into other languages as determined by the HA.

H. MANAGEMENT ASSESSMENT OBJECTIVES

The HA continually strives to operate RAP with efficiency and can demonstrate that the HA is using its resources in a manner that reflects its commitments to quality and service. HA policies and practices are consistent with the goals and objectives of the following indicators:

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- Maximum Allowable Rent
- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up

I. RECORDS FOR MONITORING HA PERFORMANCE

In order to demonstrate compliance with regulations and program requirements, the HA will maintain records, reports and other documentation for a time that is in accordance with state requirements and in a manner that will allow an auditor, housing professional

or other interested party to follow, monitor and assess the HA's operational procedures objectively and with accuracy.

Records and reports will be maintained for the purpose of:

- Demonstrating that at least 98% of families were selected from the waiting list in accordance with the Administrative Plan policies and met the correct selection criteria.
- Determining that at least 98% of randomly selected tenant files indicate that the HA approved reasonable rents to owners at the time of initial lease-up and before any increase in rent.
- Monitoring HA practices for obtaining income verification and for proper calculation of allowances, deductions, and utility allowances used to determine adjusted income for families.
- Determining that during the fiscal year the HA performs supervisory HQS quality control inspections for at least 2% of all units under contract.
- Determining that a review of selected files indicate that for at least 98% of failed inspections, the HA ensures timely correction of HQS deficiencies, abates rental assistance payments or takes vigorous action to enforce family obligations.
- Demonstrating that the HA provides families and owners with information which actively promotes the de-concentration of assisted families in low-income neighborhoods.
- Demonstrating that at least 90% of re-examinations are processed on time.
- Demonstrating that less than 2% of all tenant files have rent calculation discrepancies.
- Demonstrating that 100% of newly leased units passed HQS inspections before the RAP contract date.
- Demonstrating that the HA performs annual HQS inspections on time for 98% of all units under contract.

Family File

To facilitate monitoring and program auditing the HA will maintain a file for each family when the family is selected from the waiting list and keep the file active until the family is no longer a program participant. The inactive file will be kept for five years. The file will contain the following:

- Application forms
- Income verification forms
- A copy of each tenant based RAP certificate issued
- 4. Copies of relevant correspondence
- All requests for tenancy approval
- A copy of all approved leases
- All tenant based rent reasonableness determinations
- All unit inspection forms
- A copy of each tenant based RAP contract executed by HA and owner
- Interim re-examination forms and related records
- Notification of lease disapprovals, if applicable
- Records concerning denial of assistance, or termination of assistance
- All HA records and determinations concerning appeals
- Social Security number verification for all family members
- Proof of legal identity for all family members

In addition to including the information above to ensure quality control, supervisory staff shall audit the following:

- 5% of re-examinations
- 5% of new applications
- 5% of claims processed

J. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign an Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which the HA will release family information.

The HA's policy regarding release of information is in accordance with state and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an as-needed basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the HA.

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

HA staff shall not discuss information contained in family files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

K. FAMILY OUTREACH

The HA may publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the HA's waiting list is open, the HA shall publicize the availability and nature of housing assistance for very low-income families in newspapers of general circulation,

minority media, and by other suitable means. Notices will also be provided in Spanish and upon request for other languages spoken in Connecticut communities.

The HA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referrals for housing assistance.

L. OWNER OUTREACH

The HA encourages owners of decent, safe and sanitary housing units to lease to RAP families. The HA shall maintains a list of interested landlords for the program and update this list at least annually. When listings from owners are received, they will be compiled by the HA staff by bedroom size.

The HA will maintain lists of available housing submitted by owners in all neighborhoods within the HA's jurisdiction to ensure greater mobility and housing choice to very low-income households. The lists of owners will be available at the front desk and at briefings.

The staff of the HA shall initiate personal contact with owners and managers of private rental property by conducting formal and informal discussions and meetings.

Printed material shall be offered to acquaint owners and managers with the opportunities available under the program and to recruit new owners.

The HA may conduct periodic meetings with participating owners to improve owner relations.

Chapter 2 ELIGIBILITY FOR ADMISSION

INTRODUCTION

This chapter defines the criteria for admission and denial of admission to the program. The policy of this HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

A. ELIGIBILITY FACTORS

The HA accepts applications only from families whose head or spouse is at least eighteen (18) years of age or is an emancipated minor under state law.

To be eligible for participation, an applicant must meet the following criteria.

- An applicant must be a family
- An applicant must be within the appropriate income limits
- An applicant must furnish Social Security numbers for all family members age six (6) and older, and
- An applicant must furnish evidence of citizenship or eligible immigrant status and verification where required.

Reasons for denial of admission are addressed in chapter 15 of this administrative plan, "Denial or Termination of Assistance." These reasons for denial constitute additional admission criteria.

The family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of citizenship or eligible immigrant status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a voucher, unless the HA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

B. INCOME LIMITATIONS

In order to be eligible for assistance, a household's income must not exceed fifty (50) percent of the median family income for the area of the state in which such family lives, as determined by the Commissioner of Housing.

Families whose annual income exceeds the income limit will be denied admission and offered an administrative fair hearing.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of social security numbers for all family members age six (6) and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of Social Security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security number must sign a certification that they have never been issued a Social Security number.

Persons who disclose their Social Security number but cannot provide verification must sign a certification and provide verification within sixty calendar days. Elderly persons must provide verification within one-hundred twenty calendar days.

D. CITIZEN/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a citizen of the United States or an eligible immigrant. Individuals who are neither may elect not to content their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the citizen/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families - A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible - Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students - As defined by HUD in the non-citizen regulations at 24 CFR 5.522, these persons are not eligible for assistance.

Appeals - For this eligibility requirement only, the applicant is entitled to an administrative fair hearing exactly like those provided for participants.

E. TENANT SCREENING AND SUITABILITY OF FAMILY

The HA will take into consideration any of the criteria for admission in chapter 15, "Denial or Termination of Assistance," but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants.

The HA will not screen family behavior or suitability for tenancy. The HA will not be liable or responsible to the owner or other persons for the family's behavior or conduct in tenancy.

The owner is responsible for screening and selection of the family as to their suitability to occupy the owner's unit. At or before HA approval of tenancy, the HA will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The HA will advise families how to file a complaint if they believe they have been discriminated against by an owner. The HA will advise the family to make a Fair Housing complaint.

F. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a certificate may affect the family's eligibility or total tenant payment. For example, if a family goes over the income limit prior to lease-up, the applicant will not continue to be eligible for the program. The family will be notified in writing of their ineligible status and their right to an administrative fair hearing.

G. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an administrative fair hearing. See chapter 19, "Complaints and Informal Conferences," for additional information about reviews and hearings.

Chapter 3 APPLYING FOR ADMISSION

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this plan.

A. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING [§ 24 CFR Part 5, Subpart L]

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence or stalking. Specifically, Section 606(4)(A) of VAWA adds the following provision to Section 8 of the U. S. Housing Act of 1937 that lists contract provisions and requirements for the tenant based RAP:

That an applicant or participant is or has been a victim of domestic violence, dating violence or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission [§ 24 CFR 5.2005].

Definitions [§ 24 CFR 5.2003]

As used in VAWA:

1. The term *bifurcate* means, with respect to a RAP 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.

2. The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
3. The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
   a. The length of the relationship
   b. The type of relationship
   c. The frequency of interaction between the persons involved in the relationship
4. The term "stalking" means:
   a. To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate, or
   b. To place under surveillance with the intent to kill, injure, harass or intimidate another person, and
   c. In the course of or because 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.
5. The term "immediate family member" means, with respect to a person:
   a. A spouse, parent, brother or sister or child of that person or an individual to whom that person stands in the position or place of a parent, or

b. Any other person living in the household of that person and related to that person by blood or marriage.

Notification

HA Policy

The HA acknowledges that a victim of domestic violence, dating violence or stalking may have an unfavorable history (*e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record*) that would warrant denial under the HA's policies. Therefore, if the HA makes a determination to deny admission to an applicant family, the HA will include in its notice of denial:

1. A statement of the protection against denial provided by VAWA
2. A description of HA confidentiality requirements, and
3. A request that an applicant wishing to claim this protection submit to the HA documentation meeting the specifications below with her or his request for an informal review.

Documentation

Victim Documentation - HA Policy

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence or stalking must provide documentation demonstrating the connection between the abuse and the unfavorable history and naming the perpetrator of the abuse. The documentation may consist of any of the following:

1. A statement signed by the victim certifying that the information provided is true and correct and that it describes bona fide incident(s) of actual or threatened domestic violence, dating violence or stalking.
2. A police or court record documenting the domestic violence, dating violence or stalking.
3. Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence or stalking or the effects of such abuse. This person may be

an employee, agent or volunteer of a victim service provider; an attorney; or a medical or other knowledgeable professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

Perpetrator Documentation - HA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

1. A signed statement
   a. Requesting that the perpetrator be removed from the application, and
   b. Certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit.
2. Documentation that the perpetrator has successfully completed or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest, under penalty of law, that, to the best of his or her knowledge, the rehabilitation is successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

Time Frame for Submitting Documentation - HA Policy

The applicant must submit the required documentation with her or his request for an informal review or must request an extension in writing at that time. If the applicant so requests, the HA will grant an extension of ten business days and will postpone scheduling the applicant's informal review until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the HA determines that the family is eligible for assistance, no hearing will be scheduled and the HA will proceed with admission of the applicant family.

HA Confidentiality Requirements [§ 24 CFR 5.2007(a)(1)(v)] – HA Policy

All information provided to the HA regarding domestic violence, dating violence or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure

1. Is requested or consented to by the individual in writing
2. Is required for use in an eviction proceeding, or
3. Is otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the HA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

B. OVERVIEW OF THE APPLICATION-TAKING PROCESS

Families who wish to apply for the Rental Assistance Program must complete a written application form when the waiting list is open. The purpose of taking applications is to permit the HA to gather information and determine placement on the waiting list. The application contains questions designed to obtain pertinent program information.

The application process will involve two phases. The first is the initial application for assistance (referred to as a pre-application). When the waiting list is open, any family asking to be placed on the waiting list will be given the opportunity to complete a pre-application. Pre-applications will be made available in an accessible format upon the request of a person with a disability. This first phase results in the family's eligibility for placement on the waiting list.

The second phase is the final determination of eligibility (referred to as the full application). The full application takes place when the family reaches the top of the

waiting list. At this time the HA ensures that verification of all eligibility factors is currently in order to determine the family's eligibility for the issuance of a certificate.

C. OPENING AND CLOSING OF APPLICATION-TAKING

Opening the Waiting list

The HA will utilize the following procedures for opening the waiting list.

When the HA opens the waiting list for RAP, the opening shall be advertised through public notice in newspapers of general circulation, in minority publications, the agency website, and other media entities.

The notice will contain:

- The dates, times, and the locations where families may apply
- The program for which applications will be taken, and
- Limitations, if any, on who may apply.

The notices will be made available in an accessible format if requested. The HA will provide potential applicants with instructions on how to submit an application, and information on eligibility requirements.

Closing the Waiting List

The HA will announce the last date on which applications will be accepted in the same notice that advertised the opening of the list.

The HA may stop accepting applications if there are enough applicants to fill anticipated openings for the next twelve (12) months.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next twelve (12) months. New applicants will be placed on the waiting list and selected through a random lottery.

Limits on Who May Apply

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

D. INITIAL APPLICATION PROCEDURES

The HA will utilize a preliminary application form (pre-application). The information requested on the form is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for non-English speaking applicants upon request and at the discretion of the HA.

The purpose of the pre-application is to permit the HA to conduct a preliminary assessment of family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain questions designed to obtain the following information:

- Applicant name and number of family members
- Street address and phone numbers
- Mailing address (If different from street address)
- Amount(s) of income received by all household members
- Information regarding disabilities (to determine qualifications for allowances and deductions)
- Social Security number for head of household
- Race/ethnicity

Duplicate pre-applications, including pre-applications from a segment of an applicant household, will not be accepted.

Pre-applications will not require an interview. The information on the pre-application and the full application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information has been verified.

Applicants are required to inform the HA in writing of changes in address. Applicants are also required to respond to requests from the HA to update information on their pre-application and their full application and to determine their continued interest in assistance.

E. APPLICANT STATUS WHILE ON WAITING LIST

After a review of the pre-application, if the family is determined to be eligible, they will be notified in writing (or in an accessible format, upon request, as a reasonable accommodation).

This written notification of preliminary eligibility will be:

- mailed to the applicant by first class mail, or
- distributed to the applicant in the manner requested as a specific accommodation.

F. TIME OF SELECTION

When funding is available and certificates are unused, applicant families will be selected from the waiting list.

A pool of completed eligible applicant files will be maintained to minimize delays in admissions when turnover occurs or funding becomes available. Selection from the pool will be based on waiting list sequence and completion of verification.

When there is insufficient funding available for the family at the top of the list, the HA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

G. COMPLETION OF A FULL APPLICATION

When the HA is ready to select applicants, applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability.

The full application will be mailed (or transmitted as requested as an accommodation to a person with a disability) to the applicant to complete in advance of the briefing.

H. VERIFICATION

Information provided by the applicant will be verified, using the verification procedures in chapter seven. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified.

I. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

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

Chapter 4 MAINTAINING THE WAITING LIST

INTRODUCTION

The HA uses a waiting list for admission to its rental assistance program (RAP). It is the HA's objective to ensure that families are placed on the waiting list in the proper order and are selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST

Applicants will be selected from the RAP waiting list by the HA in accordance with policies defined in this Administrative Plan with the exception of referral based specialty programs

The HA will maintain information that permits proper selection from the waiting list.
The waiting list contains the following information for each applicant listed:

- Applicant name
- Number of persons in the family
- Annual gross family income
- Racial or ethnic designation of the head of household

The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent file.
- All applicants in the pool will be selected by use of a computer-based lottery.
- Those eligible to participate shall be a household consisting of one or more persons whose combined income does not exceed fifty (50) percent of the median family income for the area of the state in which the family lives.

The HA will announce the last date on which applications will be accepted in the same notice that advertises the opening of the list.

B. REMOVAL (OR PURGING) FROM THE WAITING LIST

The HA will periodically, not more than once each year, send applicants an update inquiry to determine the applicant's continued interest in, and need for, rental housing assistance. An applicant who does not return the inquiry by the requested deadline date will have his or her name removed, or purged, from the waiting list.

An extension of ten (10) days to respond to the update inquiry will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

Any mailings to the applicant which require a response will state that failure to respond within thirty (30) days from the date on which the letter was mailed will result in the applicant's name being dropped from the waiting list.

If a letter is returned by the U.S. Postal Service without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated and the applicant will have thirty (30) days from the date on which the letter was re-mailed to respond to the letter.

If the applicant is removed from the waiting list for failure to respond, the HA may reinstate the family if s/he determines the lack of response was due to HA error or family medical disability. The HA will reinstate the applicant to their former position on the waiting list.

Chapter 5 SUBSIDY STANDARDS [§ 24 CFR 982.54(d)(9)]

INTRODUCTION

Subsidy standards provide a mechanism for expending the minimum amount of subsidy funds while avoiding overcrowding. The standards used must be within the minimum unit size requirements outlined in section (A) of this chapter, "Determining Certificate Size." This chapter explains the subsidy standards which will be used to determine the unit size to be specified on the RAP certificate for families of various sizes when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or when a family selects a dwelling unit size that is different from the unit size specified on their certificate.

A. DETERMINING CERTIFICATE SIZE

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the certificate. The HA's subsidy standards for determining certificate unit size shall be applied in a manner consistent with Fair Housing guidelines. For subsidy standards, an adult is a person 18 years or older.

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

The unit size on the RAP certificate remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

The head of household and spouse or partner shall be entitled to one bedroom.

Household members under twenty-six, who are of the same gender, shall share a bedroom, with the following exceptions for those household members between ages 13 and 26:

- Household members who are more than five years apart
- Persons of the opposite sex (*other than spouses*), and

- Unrelated adults.

Foster children will be included in determining unit size only if they will be in the unit for more than six (6) months. A *foster child* is a child that is in the legal guardianship of a state, 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.

Live-in aides may be provided a separate bedroom. No additional bedrooms shall be provided for the family members of aides.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

A pregnant woman will be determined as a two (2) person household when determining unit size.

Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

GUIDELINES FOR DETERMINING RAP CERTIFICATE UNIT SIZE

Certificate Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO SUBSIDY STANDARDS

The HA shall grant exceptions from the subsidy standards if the family requests and the HA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The HA will grant an exception upon request as an accommodation for persons with disabilities.

Circumstances may dictate a larger size than the subsidy standards permit when persons cannot

share a bedroom because of a need, such as:

- A verified medical or health reason, or
- Elderly persons or persons with disabilities who may require a live in attendant.

The family may request a larger family unit sized certificate than indicated by the HA's subsidy standards. Such request must be made in writing within thirty (30) days of the HA's determination of bedroom size. The request must explain the need or justification for a larger family unit size certificate. Documentation verifying the need or justification will be required as appropriate.

If the HA errs in the bedroom size designation, the family will be re-issued a certificate of the appropriate size so that the family is not penalized.

Requests based on health related reasons must be verified by a doctor/medical professional/ social service professional.

Changes for Applicants

The certificate size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the family unit size, the above referenced guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within thirty (30) days. The above referenced guidelines will apply.

Under housed and Over housed Families

If a unit does not meet space standards due to an increase in family size, (i.e., the unit is too small), the HA will issue a new certificate and assist the family in locating a suitable unit.

If a certificate family is occupying a unit which has more bedrooms than allocated under the HA's subsidy standards, and the gross rent exceeds the Maximum Allowable Rent for the family size under the HA's subsidy standards, the HA will issue the family a new certificate and assist the family in finding a suitable unit.

Families who are under-occupying a unit as defined above will be given a minimum of sixty (60) days before assistance is terminated.

The HA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is underhoused in an accessible unit.
- If a family requires the additional bedroom because of a health problem which has been verified by the HA.
- The HA and family have been unable to locate a unit within sixty (60) days.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the certificate, so long as the gross rent does not exceed the Maximum Allowable Rent for the certificate size issued. There are three criteria to consider:

1. Subsidy Limitation: The HA will apply the Maximum Allowable Rent for the smaller of (1) the bedroom size shown on the certificate or (2) the size of the actual unit selected by the family.
2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's certificate.
3. Housing Quality Standards: The standards allow two (2) persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

GUIDELINES FOR UNIT SIZE SELECTED

	Maximum # of Persons in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6 FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

INTRODUCTION

The HA will use the methods as set forth in this administrative plan to verify and determine that family income at admission and reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income and how the presence or absence of household members may affect the tenant contribution. Income and tenant contribution are calculated in accordance with 17b-812-6 of the Regulations of Connecticut State Agencies. The formula for the calculation of tenant contribution is specific and not subject to interpretation. The HA's policies in this chapter address those areas which allow the HA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of tenant contribution.

A. INCOME AND ALLOWANCES

Income- Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the tenant contribution all income which is not specifically excluded in the definition of annual income is counted.

Annual Income- is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any allowable expenses or deductions, and does not include income which has been excluded by this plan. Annual income is used to determine whether or not applicants are within the applicable income limits. Annual Income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be considered deductions when 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 IRS regulations. Any withdrawals of cash or assets from the operation of a business or profession will be included as income except when the withdrawal reimburses cash or assets which the family has invested in it.
3. Interest, dividends, and other net income from real estate or personal property. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal reimburses the cash or assets which the family has invested. If the net family assets exceed $5,000, annual income (AI) shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate. Penalties for premature withdrawals, broker or legal fees, settlement costs for real estate transactions and other expenses involved in converting assets to cash must be taken into consideration.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other, similar awards, including lump sum payments covering delays in processing periodic payments.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
6. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that changes according to their actual cost of shelter and utilities, the amount of welfare assistance considered income shall consist of the maximum amount the agency allows the family for shelter and utilities and the amount of the award designated for other purposes.

7. Periodic allowances, such as alimony and child support payments, and regular contributions or gifts received from people not residing in the unit.
8. All regular pay, special pay and allowances of a member of the Armed Forces.
9. Benefits and other unearned income paid directly to or on behalf of minors and full-time students.

Annual income does not include the following:

1. Income from employment of children (including foster children under the age of 18 years).
2. Payments received for care of foster children or foster adults.
3. Lump sum additions to family assets such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
4. Amounts the family receives for the cost of its medical expenses.
5. Income of a live-in aide.
6. The full amount of student financial assistance paid directly to the student or to the educational facility.
7. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Amounts received under training programs funded by HUD.
9. Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI eligibility and benefits which are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
10. Amounts received by a participant in other publicly assisted programs for expenses such as special equipment, clothing, transportation, and child care to allow participation in a specific program.
11. A resident service stipend, not to exceed $200 per month, which a tenant receives for performing a part-time service for the owner that enhances the quality of life in the development.

12. Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received from training programs with clearly defined goals and objectives.
13. Temporary, nonrecurring or sporadic income (including gifts).
14. Reparations made by foreign governments to people who were persecuted during the Nazi regime in Europe.
15. Earnings in excess of the $480 dependent allowance for each full-time student 18 years of age or older (excluding the head of household or domestic partner).
16. Adoption assistance payments in excess of the $480 dependent allowance per adopted child.
17. Deferred payments of supplemental security income and Social Security benefits that are received in a lump sum payment.
18. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
19. Amounts paid by a state agency to a family with a developmentally disabled member to offset the cost of services and equipment needed to enable the person to live at home.
20. 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 U.S. Housing Act of 1937.
21. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance Act and Real Property Acquisition Policies Act of 1970 should not be added to income.

Adjusted Income is defined as the annual income minus any allowable expenses and deductions.

There are four **allowable deductions** from annual income:

1. **Dependent Allowance:** $480 each for family members (other than the head or spouse and foster children) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. **Allowable Medical Expenses:** Deducted for all family members of an eligible elderly or disabled family, which exceed 3% of the family income.
3. **Child Care Expenses:** Deducted for the care of children under 13 when childcare is necessary to allow an adult member to work, attend school, or actively seek employment.
4. **Allowable Disability Assistance Expenses:** Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES

The annual income for qualified families may not be increased as a result of increases in the earned income of a family member who is a person with disabilities, beginning on the date on which the increase in earned income begins and continuing for a cumulative twelve (12) month period. After the disabled family receives twelve (12) cumulative months of the full exclusion, annual income determinations will include a phase-in period during which one-half the earned income will be excluded from annual income for a period of an additional twelve (12) cumulative months.

A family that qualifies to receive the earned income exclusion is a disabled family that is receiving project based or tenant based rental assistance, and:

- whose annual income increases as a result of the employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment, or
- whose annual income increases as a result of increased earnings by a family member who is a person with disabilities participating in any economic self-sufficiency or other job training program, or
- whose annual income increases as a result of the new employment or increased earnings of a family member during or within six months after receiving assistance,

benefits or services under any state TANF program, provided that the total amount of the increase over a six-month period is at least $500.

The definition of "**previously unemployed**" includes a person with disabilities who has in the previous twelve (12) months earned no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the state or locality.

The definition of an "**economic self-sufficiency program**" is any program designed to encourage, assist, train for or facilitate the economic independence of assisted families or to provide work for such families. Such programs may 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 substance abuse treatment or mental health treatment).

Amounts to be excluded are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program but not increases that occur after the conclusion of their participation, unless the training provides continuing assistance, training or mentoring which continues after employment begins.

The amount of TANF benefits received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies or transportation assistance.

The amount that is subject to the disallowance is the amount of <u>incremental</u> increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or the increase in earned income to the

amount of such income after the beginning of employment or the increase in earned income.

Initial Twelve-Month Exclusion

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

Second Twelve-Month Exclusion

During the second cumulative twelve (12) month period, beginning immediately after the expiration of the initial cumulative twelve (12) month period referred to above, the HA must exclude from the annual income of a qualified family fifty per cent (50%) of the total amount of any increase in the income of a family member who is a person with disabilities which occurs as a result of the employment of that family member, when that amount represents an increase over the income of that family member prior to the beginning of such employment.

Maximum Four Year Period During Which the Disallowance Applies

The earned income disallowance is limited to a lifetime 48-month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the disallowance only applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of fifty per cent (50%) phase-in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each

disallowance (the initial 12-month full exclusion and the second 12-month phase-in 50% exclusion), provided that both 12-month periods must end within the 48-month period which began on the date when the initial 12-month disallowance began. If both 12-month periods do not end within the 48-month period which began on the date when the initial 12-month disallowance began (i.e., the date of the initial exclusion), the total amount of the disallowance shall be the total disallowance accumulated during the 48-month period.

No earned income disallowance will be applied after the conclusion of the 48-month period following the initial date on which the exclusion was applied.

Applicability to Child Care Expense and Disability Assistance Expense Deductions

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care deductions.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported in PHA-Web. Documentation will be included in the family's file to show the reason why the increase in earned income did not result in an increase in tenant rent.

Such documentation will include:

- Date on which the increase in earned income was reported by the family.
- Name of the family member whose earned income increased.
- Reason (such as new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income.
- Amount of the increase in earned income (i.e., the amount to be excluded).
- Date on which the increase in income is first excluded from annual income.
- Dates (if any) on which the increase in earned income ended and then resumed during

- The initial cumulative 12-month period of exclusion.
- Date on which the family member had received a total of 12 months of the initial exclusion.
- Date on which the 12-month phase-in period began.
- Dates (if any) on which the increase in earned income ended and then resumed during the second cumulative 12-month (phase-in) period of exclusion.
- Date on which the family member had received a total of 12 months of the phase-in exclusion.
- Ending date of the maximum 48-month (four year) period during which the disallowance applied (48 mos from the date of the initial earned income disallowance).

The HA will maintain a tracking system to ensure the correct application of the earned income disallowance.

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families who are participants in the Rental Assistance Program, and therefore it does not apply for purposes of admission to the program, including the determination of income eligibility

C. DEFINITION OF TEMPORARILY OR PERMANENTLY ABSENT

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons permanently absent will not be counted. If the family member is temporarily absent and in the military, all military pay and allowances (except hazardous

duty pay when exposed to hostile fire and any other exceptions to military pay defined) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The HA will evaluate absences from the unit using this policy.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 3 consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be confined to a nursing home for more than three months, the family member will be considered absent. If, within a calendar year, the verification indicates that the family member will return in less than (3) months, the family member will not be considered absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

Absence Due to Full-time Student Status

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. Income over $480 is not counted for full-time students. If the family decides that the member is permanently

absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of certificate size.

Absence due to Incarceration

If the sole member is incarcerated for more than 3 months, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for (3) consecutive months.

Absence of Children due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than twelve (12) months from the date of removal of the child/ren, the Certificate size will be reduced. If all children are removed from the home permanently, the certificate or voucher size will be reduced in accordance with the HA's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify their landlord and HA if they are going to be absent from the unit for more than 30 consecutive days. Approval will be granted by the HA on a case by case basis.

If the entire family is absent from the assisted unit for more than ninety (90) consecutive days, the unit will be considered to be vacated and the assistance will be terminated, unless the family has notified the HA before the thirtieth day of any absence and shows good cause for the absence on or before the 90th day. If good cause is shown, the HA may grant up to an additional 60 days of absence from the unit.

"**Absence"** means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the post office

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the 180 consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the HA can verify that the person was unable to notify the HA in accordance with the family's responsibilities, and if funding is available, the HA may reinstate the family as an accommodation if requested by the family.

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an

indefinite period, the HA will treat that adult as a visitor until court-awarded custody or legal guardianship has been awarded to the caretaker, then the certificate will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at thirty (30) day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

When the HA approves a person to reside in the unit as caretaker for the children, the income should be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 3 months, the person will be considered permanently absent.

Visitors

Any adult, regardless of degree of relationship, not included on the lease but who is residing in the unit more than thirty (30) consecutive days without HA approval, will be considered to be living in the unit as an unauthorized household member.

Factors to be considered, in conjunction with the totality of the circumstances, in determining a visitor's permanent residence shall include:

1. Absence of documentation of any other address will be considered evidence that the visitor is a member of the household.
2. Statements from neighbors and/or the landlord will be considered in making the determination

3. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be considered evidence of permanent residence.

If the HA has evidence that indicates the individual has been residing in the unit for more than thirty (30) days, the family will be terminated since prior approval was not requested for the addition. The family will have the opportunity to request a hearing to refute the evidence.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to sixty (60) consecutive days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 51% of the year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and HA

Reporting changes in household composition to the HA is a requirement.

The family obligations require the family to request HA approval to add any other family member as an occupant of the unit and to inform the HA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

Families are required to report any additions to the household in writing to the HA within thirty (30) days of the move-in date.

An interim re-examination will be conducted for any additions to the household.

Reporting Absences to the HA

Reporting changes in household composition is an HA requirement.

If a family member leaves the household, the family must report this change to the HA, in writing, within thirty (30) days of the change and certify as to whether the member is temporarily absent or permanently absent.

The HA may conduct an interim evaluation for changes which affect the tenant contribution in accordance with the interim policy.

D. AVERAGING INCOME

When annual income cannot be anticipated for a full twelve (12) months, the HA may:

- Average known sources of income that vary to compute an annual income, or
- Annualize the income anticipated for a shorter period subject to a re-determination at the end of the shorter period.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve (12) months, bonuses and overtime received the previous year will be used.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments. The method used depends on the regularity, source and type of income.

E. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every one hundred eighty (180) days.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the income by using the following methodology:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

G. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the tenant contribution.

Any contribution or gift received every six (6) months or more frequently will be considered a regular contribution or gift, unless the amount is less than $500 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See chapter 7, "Verification Procedures," for further definition.) Regular contributions and gifts received from persons outside the household are counted as income for calculation of the tenant contribution.

H. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of tenant contribution.

The PHA will count court-awarded amounts for alimony and child support unless the PHA verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect the amounts due, including filing with the courts or agencies responsible for enforcing payments.

If the amount of child support or alimony received is less than the amount awarded by the court, the HA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The HA will accept as verification that the family is receiving an amount less than the award if:

- The HA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

Should alimony or child support be received in a lump sum(s) due to a court action or voluntary payment(s) on a court ordered arrearage, the payment(s) will be treated as income and calculated as such using the methodology outlined under the heading LUMP-SUM RECEIPTS

I. LUMP-SUM RECEIPTS

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment welfare assistance, and child support are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The HA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

The HA will calculate prospectively if the family reported the payment within thirty (30) days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

1. The entire lump-sum payment will be added to the annual income at the time of the interim.

Retroactive Calculation Methodology

1. The HA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
2. The HA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HA.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

J. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement or pension funds are handled as follows:

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The HA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

L. CHILD CARE EXPENSES

Child-care expenses for children under the age of thirteen (13) may be deducted from annual income if they enable an adult to work or attend school, or to actively seek employment.

Allowability of deductions for child-care expenses are based on the following guidelines:

Child Care to Work: The maximum child care expense allowed cannot exceed the amount earned by the person enabled to work which is included in the family's annual income. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child Care for School: The number of hours claimed for child-care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

Amount of Expense: Licensed/registered or otherwise regulated childcare providers will provide a signed statement of childcare expenses. The maximum allowance for all other child-care is $89.00 per child, per week.

M. MEDICAL EXPENSES

Nonprescription medicines will be counted toward medical expenses for elderly/disabled families who qualify if the family furnishes legible receipts.

N. PRO-RATION OF ASSISTANCE FOR MIXED FAMILIES

Applicability

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

Pro-rated Assistance Calculation

Pro-rated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total tenant payment is the gross rent minus the pro-rated assistance.

O. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REDUCTIONS

The HA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- Fraud by a family member in connection with the welfare program, or
- Failure to participate in an economic self-sufficiency program, or

- Non-compliance with a work activities requirement.

However, the HA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits, or
- A situation where a family member has not complied with other welfare agency requirements, or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as when the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for the purpose of determining the rental contribution. Imputed welfare income is not included in annual income if the family was not an assisted family at the time of sanction. The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction is imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

The HA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The welfare agency, at the request of the HA, will inform the HA of:

- The amount and term of specified welfare benefit reductions for the family
- The reason for the reduction, and

- Any subsequent changes in term or amount of reduction.

P. UTILITY ALLOWANCE

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The HA will review the utility allowance schedule periodically. If the review finds a utility rate has changed by ten (10) percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their certificate. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a twelve (12) month period.

Chapter 7 VERIFICATION PROCEDURES

INTRODUCTION

Factors of eligibility and tenant contribution must be verified by the HA. HA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible. Applicants and program participants must provide true and complete information to the HA whenever information is requested. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The HA will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The HA will verify information through the four methods of verification in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The HA will allow three (3) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method. The HA will notate the file as to why third-party written verification was not used, when that is the case. When the applicant or tenant brings verification (excluding 3rd party verification) to the HA in person, the verification is kept on file and a copy is returned to the tenant upon request.

For applicants, verifications may not be more than sixty (60) days old at the time of certificate issuance. For participants, they are valid for 120 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail and/or electronic media. Each adult family member, eighteen and older will be required to sign an authorization for the information source to release the specified information.

Verifications received by electronic media directly from the source are considered third-party written verifications.

Third-party verification forms will not be hand carried by the family with the following exception of computerized printouts delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- State or Federal Courts

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to document the person contacted, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is available, the HA will compare the information to any documents provided by the family. If provided by telephone, the HA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, the HA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will make note the document was viewed or the person was contacted.

The HA will accept the following documents from the family, provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer print-outs from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this chapter as acceptable verification

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the HA will attempt to contact both parties providing information in order to resolve the discrepancy. The HA will place in the family file an explanation of the manner that the discrepancy was resolved.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed by a representative of the HA.

B. RELEASE OF INFORMATION

Each adult family member will be required to sign specific authorization forms when information is needed that is not covered by the Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the HA.

C. ITEMS TO BE VERIFIED

- All income, including income exclusions.
- Full-time student status including high school students who are 18 or over.
- Current assets, and assets disposed of for less than fair market value in the preceding two years.
- Child care expense where it allows an adult family member to be employed, or to actively seek work, or to further his or her education.
- Total medical expenses of all family members in the household.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family which allow an adult family member to be employed.
- Proof of legal identity for all family members.
- Proof of US citizenship/eligible immigrant status.
- Disability for determination of allowances or deductions.
- Social Security numbers for all family members six (6) years of age or older who have been issued a Social Security number.
- Familial/marital status, when it is needed to determine the head of household or spouse.

D. VERIFICATION OF INCOME

This section defines the methods the HA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months
- Year to date earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

- Employment verification form completed by the employer.
- Minimum of six (6) weekly or three (3) bi-weekly check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings.
- W-2 forms plus income tax return forms.
- Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. For some types of self employment, where there is the potential for substantial income, self-certification shall be unacceptable.

Self-Employment

The HA will require the family member to supply the IRS form 1040 Schedule C as verification of earned income.

1. If a family member has been self-employed for less than three (3) months, the HA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months.
2. If the family member has been self-employed for three (3) to twelve (12) months the HA will require the family to provide documentation of income and expenses for this period and use that information to project income.

3. If in fact the family member's period of self employment spans from one tax year to the next, even if the employment period is less than three months, the IRS form 1040 Schedule C will be required for the previous year.

INSTRUCTION: For some self- employment types, where there is the potential for substantial income, self-certification shall be unacceptable.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent Federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next twelve (12) months.
3. Computer-generated Notice of Action.

Alimony or Child Support Payments

Acceptable methods of verification include any of the following:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Copy of latest check and/or payment stubs from the Court Trustee. The HA must record the date, amount, and number of the check.
4. If payments are irregular, the family must provide:
    - A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules; or
    - A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement; or
    - A welfare notice of action showing amounts received by the welfare agency for child support; or
    - A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

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

Acceptable methods of verification include:

1. IRS Form 1040, including:
    - Schedule C (Small Business)
    - Schedule E (Rental Property Income)
    - Schedule F (Farm Income)
2. 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.
3. Audited or unaudited financial statement(s) of the business.

Child Care Business

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

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

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

Recurring Gifts

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

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

Zero Income Status

Families that claim zero income will be required to attend an interview at the HA every six months and sign a new zero income statement. The HA will run a computer match in EMS-CAP and through DOL at the same time.

Full-time Student Status

Only the first $480 of the earned income of full time students, other than head or spouse, will be counted toward family income.

Financial aid, scholarships and grants are not counted toward family income.

Verification of full time student status includes:

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

E. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next twelve (12) months.

Interest Income from Mortgages or Similar Arrangements

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

Net Rental Income from Property Owned by Family

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

F. VERIFICATION OF ASSETS

Family Assets

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

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

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

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Examination or Re-examination

1. For all examinations and re-examinations, the HA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible.

Procedure if there is a service charge for obtaining third party verification

The PHA will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that prove the necessary information.

If the family cannot provide the documents, the PHA will pay the service charge required to obtain the third-party verification, unless it is not cost effective, in which case self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets and expenses is *not* an unreasonable cost.

G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount s/he is charging the family for her/his services.
2. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.
4. Verification that childcare provider is licensed, registered or otherwise regulated must be obtained from the provider; otherwise, the childcare situation will be treated as unregulated and eligible only for a maximum allowance of $89.00 per child, per week.

Medical Expenses

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

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

- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.
8. The HA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

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

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

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

H. VERIFICATION OF NON-FINANCIAL FACTORS

Verification of Legal Identity

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

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of birth or naturalization papers
- Church-issued baptismal certificate
- Current valid driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- State or federal government-issued non-drivers liscence
- Department of Social Services Eligibility Management System (EMS) printout

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

- Certificate of birth
- Adoption papers
- Custody agreement
- U.S. Department of Health and Human Services ID card
- School records
- EMS printout

Verification of Citizenship/Eligible Immigrant Status [§ 24 CFR 5.508,5.510, 5.512, 5.514]

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

1. Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury. The HA will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:
   a. United States Birth Certificate
   b. United States passport
   c. Resident alien/registration card
   d. Social Security card
2. Eligible Immigrants aged 62 and over are required to sign a declaration of eligible immigration status and provide proof of age.
3. Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents that are copied front and back and returned to the family. The HA verifies the status through the CIS SAVE system. If this primary verification fails to verify status, the HA must request within ten business days that the CIS conduct a manual search.

4. Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
5. Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

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

Verification of Marital Status

This would be used to determine the spouse for income and deduction purposes.

A certified copy of the divorce decree, signed by a court officer, shall constitute verification of divorced status.

A copy of court-ordered maintenance (or other similar record) shall constitute verification of a separation.

A marriage certificate shall constitute verification of marriage status.

Familial Relationships

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

The following verifications will always be required if applicable:

Verification of *relationship* by:

- Official identification showing names
- Birth certificates
- Baptismal certificates

Verification of *guardianship* by:

- Court-ordered assignment
- Verification from social service agencies
- School records

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

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

Verification of Change in Family Composition

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

Verification of Disability

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

Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration. If a family member cannot produce a Social Security card, only the documents listed below showing his or her Social Security number may be used for verification. The family is also required to certify in writing that the documents submitted in lieu of the Social Security card information provided are complete and accurate:

- A driver's license
- Identification card issued by a federal, state or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

- Verification of benefits or Social Security number from Social Security Administration
- Department of Social Services Eligibility Management System (EMS) printout

New family members ages six and older will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

If an applicant or participant is able to disclose the Social Security number but cannot meet the documentation requirements, the applicant or participant must show proof they have applied to Social Security for a card replacement. The applicant/participant or family member will have an additional thirty (30) days to provide proof of the Social Security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least sixty-two (62) years of age, the HA may grant an extension for an additional sixty (60) days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to show they have applied for a Social Security number

Chapter 8 VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The HA's goals and objectives are designed to ensure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF CERTIFICATES

When funding is available, the HA will issue certificates to applicants whose eligibility has been determined. The issuance of certificates must be within the fiscal limitations set by the budget.

The number of certificates issued must ensure that the HA stays as close as possible to 100 percent lease-up. The HA performs a monthly calculation electronically and/or manually to determine whether applications can be processed, the number of certificates that can be issued, and to what extent the HA can over-issue (i.e., issue more certificates than the budget allows).

The HA may over-issue certificates only to the extent necessary to meet leasing goals. All certificates which are over-issued must be honored. If the HA finds it is over-leased, it must adjust future issuance of certificates in order not to exceed the budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full briefing will be conducted for applicant families who are determined to be eligible for assistance. Briefings will be conducted in groups and/or individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to a housing coordinator.

Briefings will be conducted in English. Briefings will also be conducted in Spanish if necessary.

The purpose of the briefing is to explain the documents in the certificate holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HA will not issue a certificate to a family unless the household representative has attended a briefing and signed the certificate. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two (2) scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

All clients having been properly briefed will sign an acknowledgement indicating they are aware of their mobility rights and indicate the communities (if any) to which they are interested in moving. The acknowledgement will be written in English and Spanish.

Briefing Packet

The documents and information provided in the briefing packets for the certificate program will comply with all HA requirements.

The family is provided with the following information and materials:

1. The term of the certificate, and the HA policy for requesting extensions to the term of the certificate or suspensions of the certificate.
2. A description of the method used to calculate the rental assistance payment, information on the utility allowance, and Maximum Allowable Rent (MAR).
3. How the MAR is determined, including an explanation of rent reasonableness.
4. Families will be made aware of mobility counseling.
5. The boundaries of the geographical area in which the family may lease a unit.
6. The Request for Tenancy Approval form, and a description of the procedure for requesting approval for a unit.
7. The HA policy on providing information about families to prospective owners.
   The subsidy standards including when and how exceptions are made and how the certificate size relates to the unit size selected.
8. The subsidy standards including when and how exceptions are made and how the certificate size relates to the unit size selected.
9. A brochure on how to select a unit and/or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
10. A brochure on lead-based paint and information about where blood level testing is available.11.
11. Information on federal, state and local equal opportunity laws, a list of Commission on Human Rights and Opportunities (CHRO) offices and brochures from the Connecticut Fair Housing Center and Statewide Legal Referral Services. The PHA will also include the pamphlet “Fair Housing: It's Your Right” and information such as the “take one, take all” law and the telephone number of the local HUD enforcement office.
12. Resources to identify suitable rental units.

13. If the family includes a person with disabilities, mobility counseling and other associated services will be provided.
14. The family obligations under the program.
15. The grounds on which the HA may terminate assistance for a participant family because of family action or failure to act.
16. HA informal hearing procedures, including when the HA is required to offer a participant family the opportunity for an informal hearing and how to request the hearing.
17. An Owner's Handbook, an HQS checklist, and a sample contract.
18. Procedures for notifying the HA of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.
19. The family's rights as a tenant and a program participant.
20. Requirements for reporting changes between examinations.
21. Information on security deposits.
22. Information concerning reasonable accommodation and how to make application if necessary.
23. The Publication *Things You Should Know (HUD –1140- OIG)* that explains types of actions a family must avoid and the penalties for program abuse.

Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HA, and the HA and the owner.

The briefing presentation emphasizes:

- Family and owner responsibilities.
- The role of DOH in monitoring the program (which may include an HQS inspection by DOH staff).
- Exercising choice in residency.
- Choosing a unit carefully and only after due consideration.

If the family includes a person with disabilities, the HA will ensure effective communication.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW-INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and mobility counselors are available to assist families who wish to do so.

The mobility services provided to such families may include:

- Direct contact with landlords
- Counseling with the family
- Providing information about services in various non-impacted areas
- Meeting with neighborhood groups to promote understanding
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies
- Meeting with rental referral companies or agencies
- Meeting with fair housing groups or agencies

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

When housing discrimination is alleged, HA staff will help clients who require assistance in filling out discrimination complaint forms by referring them to the appropriate legal agency.

Each administering agency should establish procedures for tracking reports of housing discrimination. Logs of all reported instances of housing discrimination will be maintained and forwarded to the Connecticut Fair Housing Center on a regular basis.

E. SECURITY DEPOSIT REQUIREMENTS

Security deposits charged by owners may not exceed those required of unassisted tenants, or the maximum prescribed by state law, two (2) months, or one (1) month if the tenant is sixty-two (62) years old or older.

For lease-in-place families (that is, families remaining in the unit that they already occupy), responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF CERTIFICATE

During the briefing session, each household will be issued a certificate which represents a contractual agreement between the HA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

Expirations

The certificate is valid for a period of at least ninety **(90) calendar days** from the date of issuance. The family must submit a Request for Tenancy Approval within the **ninety (90) day** period unless an extension has been granted by the HA.

If the certificate has expired and has not been extended by the HA, or if the certificate expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease and contract in effect.

Suspensions

When a Request for Tenancy Approval is received, the HA will suspend or stop the clock on the term of the voucher and will not deduct the number of days required to process the request.

Extensions

The HA will extend the term up to **180** days from the end of the initial term. If the family needs and requests an extension, and it is granted, the extension will be granted in thirty day increments not to exceed **three** extensions. Approval of each extension should be granted by a housing coordinator.

Extensions are granted at the discretion of the HA primarily for the following reasons:

The HA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the HA through its mobility services, throughout the initial **ninety**-day period. A completed search record is required.

The family was prevented from finding a unit due to the disability accessibility requirements of a family member.

Special Extensions

Special extensions beyond the 180 day maximum search time may be granted by the HA, but only in cases where there are circumstances documented and verified that are beyond the family's control and that affect the family's ability to find suitable housing within the initial **90** days and subsequent allowable extensions.

The housing director must review the family's search record and all documentation provided by the family to verify and support the request. The housing director shall approve or disapprove the special extension. If the family does not provide proper documentation, a special extension will not be granted.

Assistance to Certificate Holders

Families who require additional assistance during their search may call the HA office to request assistance. Certificate holders will be notified at their briefing session that the HA periodically updates the listing of available units and how the updated list may be obtained.

G. CERTIFICATE ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Rental Assistance Program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.
2. Which family member was the head of household when the certificate was initially issued (see the name listed on the initial application).
3. The composition of the new family units, and which unit contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup.
5. Which family members remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance on the basis of failure to provide information necessary for a re-examination.

H. REMAINING MEMBER OF TENANT FAMILY – CERTIFICATE RETENTION

To be considered the remaining member of the tenant family, the person must have received previous written approval by the HA and the landlord to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court must have awarded emancipated minor status to the minor, or
2. The HA must have verified that the child welfare agency and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the children for an indefinite period.

A reduction in family size may require a reduction in the certificate size.

Chapter 9 REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

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

After families are issued a certificate, they may search for a unit anywhere within the jurisdiction of the HA. The family must find an eligible unit under RAP rules, with an owner/landlord who is willing to enter into a rental assistance payments contract with the HA. This chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Tenancy Approval (RTA).

A. REQUEST FOR TENANCY APPROVAL

The Request for Tenancy Approval (RTA) and a copy of the proposed lease must be submitted by the family during the term of the certificate.

The RTA must be signed by both the owner and certificate holder.

The HA will not permit the family to submit more than one RTA at a time.

The HA will review the proposed lease and the RTA to determine whether or not they are approvable. The HA will determine whether the gross rent is within the applicable Maximum Allowable Rent (MAR) limit.

The RTA will be approved if:

1. The unit is an eligible type of housing

2. The unit meets Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable and approvable; see section (G) of this chapter, "Disapproval of Proposed Rent."
4. The security deposit is approvable under state law and in accordance with any limitations in this plan.
5. The proposed lease complies with HA requirements; see section (C) of this chapter, "Lease Review."
6. The owner is approvable, and there are no conflicts of interest; see Section (I) of this chapter, "Owner Disapproval."

Disapproval of Requests for Tenancy Approval

If the HA determines that the RTA cannot be approved for any reason, the landlord and the family will be notified in writing. The HA will instruct the owner and family of the steps that are necessary to approve the RTA.

The owner will be given no more than fifteen (15) calendar days to submit an approvable RTA from the date of disapproval.

When, for any reason, an RTA is not approved, the HA will furnish another RTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING

The PHA will approve any of the following types of housing in Rental Assistance Program:

- All approved structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- Manufactured homes where the tenant owns the mobile home and leases the pad.

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad.

The HA may not permit a certificate holder to lease a unit which is receiving Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the RTA.

Owners must submit their own lease. The lease must not violate any fair housing provisions.

The lease must specify:

- The names of the owner and tenant, and
- The address of the unit rented (including apartment number, if any), and
- The amount of the monthly rent to owner, and
- The utilities and appliances to be supplied by the owner, and
- The utilities and appliances to be supplied by the family.

Actions Before Lease Term

All of the following must be completed before the beginning of the initial term of the lease for a unit:

- The HA has inspected the unit and has determined that the unit satisfies the HQS;
- The landlord and tenant have executed the lease; and
- The HA has approved leasing of the unit in accordance with program requirements.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease without approval.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by the HA and attached to the lease.

E. INITIAL INSPECTIONS

See Chapter 10, "Housing Quality Standards and Inspections."

F. RENT LIMITATIONS

The gross rent may not exceed the Maximum Allowable Rent (MAR). The HA will approve an exception rent up to 120 percent of the MAR for a particular family if necessary as a reasonable accommodation so that the unit is useable by and accessible to a family member with a disability.

The HA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

G. DISAPPROVAL OF PROPOSED RENT

If the proposed gross rent is not reasonable, at the family's request, the HA will negotiate with the owner to reduce the rent to a reasonable rent. If the proposed gross rent exceeds the MAR, the HA will take action in the following sequence to assist the family's efforts to lease the unit:

1. At the family's request, the HA will negotiate with the owner to reduce the rent or include some or all of the utilities in the contract rent.
2. If the owner is not willing to adjust the rent and the HA has determined the rent to be reasonable, the HA will determine whether the rent is within 120 percent of the MAR. If so, the HA will determine whether approval of an exception rent is necessary as a reasonable accommodation to make the program useable by and accessible to a family member with a disability.

If the rent can be approved by taking the above steps, the HA will continue processing the RTA and the lease. If the revised rent involves a change in the provision of utilities, a new RTA must be submitted by the owner.

If the owner does not agree on the contract rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the rent (and, therefore, tenancy) is disapproved.

H. INFORMATION TO OWNERS

The HA will furnish prospective landlords with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current address and prior address.

The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

The HA will provide documented information regarding assisted tenancy history for the past two (2) years to prospective landlords upon written request from the landlord.

The HA will provide the following information, based on documentation in its possession:

- Eviction history (documenting the disposition of the eviction)
- Damage to rental units, including independent verification

The information will be provided for the last two (2) years. The information will be provided in writing.

I. CHANGE IN TENANT CONTRIBUTION PRIOR TO RAP EFFECTIVE DATE

When the family reports changes in factors that will affect the tenant contribution prior to the effective date of the RAP contract at admission, the information will be verified and the tenant contribution will be recalculated. If the family does not report any change, the HA need not obtain new verifications before signing the RAP contract, unless verifications are more than sixty (60) days old.

J. CONTRACT EXECUTION PROCESS

The HA prepares the rental assistance payments contract for execution. The family and the owner will execute the lease agreement, and the owner and the HA will execute the RAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The HA will retain a copy of all signed documents.

The HA makes every effort to execute the RAP contract before the commencement of the lease term. The RAP contract may not be executed more than sixty (60) days after commencement of the lease term and no payments will be made until the contract is executed.

Owners must provide a Social Security number or an Employee Identification number. The owner must also provide a business telephone number or a home telephone number.

K. PROOF OF OWNERSHIP

Owners must also submit proof of ownership of the property, such as a property deed, tax bill, online printout from city/town assessor's office or a mortgage statement (include the volume and page number from the most recent transaction in the municipal land records), and a copy of the management agreement if the property is managed by a management agent.

L. CHANGE IN OWNERSHIP

See Chapter 16 of this administrative plan, " Owner Disapproval and Restriction."

Chapter 10 HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

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

The HA will inspect each unit under contract at least annually. The HA will also have an inspection supervisor perform quality control inspections on at least five (5) percent of all units under contract annually to maintain the HA's required standards and to ensure consistency in RAP. This chapter describes the HA's procedures for performing HQS and other types of inspections, and HA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this administrative plan refers to the HA requirements.

A. GUIDELINES AND TYPES OF INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service prior to the effective date of the RAP contract. If the utilities are not in service at the time of inspection, the inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RTA) to have the utilities turned on. The inspector will schedule a re-inspection or the owner and tenant will both certify that the utilities are on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the HA will allow the stove and refrigerator to be placed in the unit after the inspection if, after the

unit has passed all other HQS, the owner and family certify that the appliances are in the unit and working according to the HQS. The HA will not conduct a re-inspection.

There are four types of inspections the HA will perform:

1. Initial/Move-in: Conducted when the Request for Tenancy Approval has been received and accepted. Such Inspections must not be over sixty (60) days old
2. Annual: Must be conducted prior to the RAP contract anniversary date
3. Special/Complaint: At the request of the owner, the family or a third party
4. Quality Control

B. INITIAL HQS INSPECTION

The initial inspection will be conducted to:

- Determine if the unit and property meet the HQS defined in this plan
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear
- Document the information to be used for determination of rent-reasonableness

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HA once repairs are completed.

A notice will be forwarded to the landlord listing the failures and a copy of that notice will be forwarded to the tenant.

On an initial inspection, the owner will be given up to thirty (30) days to correct the items noted as having failed. At the inspector's discretion, depending on the amount and complexity of work to be done, additional time may be given.

The owner will be allowed up to two re-inspections for repair work to be completed.

If unit fails initial inspection for deteriorated paint surfaces, the tenant will be not be allowed to move in until corrective action has been taken and the apartment has passed inspection.

If the time period given by the inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit.

C. ANNUAL HQS INSPECTIONS

The HA conducts an inspection in accordance with HQS at least annually, prior to the anniversary month of the contract. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a failure for which the tenant is responsible.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice.

The HA will work with the tenant to accommodate the tenant's schedule.

The HA will notify the family in writing at least seven (7) days prior to the inspection.

The family is notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within fourteen (14) days.

If the family does not contact the HA to reschedule the inspection, or if the family misses two (2) inspection appointments, the HA will consider the family to have violated a

family obligation and their assistance will be terminated in accordance with the termination procedures in this plan.

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected by the owner or tenant within twenty-four (24) hours of notification.
2. For non-emergency items, repairs must be made within thirty (30) days.
3. For major repairs, the director may approve an extension beyond thirty (30) days.

Rent Increases

The HA will conduct an inspection using the HQS at least annually, prior to the anniversary month of the contract. Contract rent increases may not be given until the unit passes the HQS.

D. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The HA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

E. QUALITY CONTROL INSPECTIONS

Quality control inspections will be performed by the supervisor on two (2) percent of the units of each inspector. The purpose of quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently (i.e., within the prior three [3] months) completed inspections, a cross-section of neighborhoods, and a cross-section of inspectors.

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The HA adheres to the acceptability criteria in the HQS requirements and inspection booklet, with the additions described below.

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Owners are responsible for providing and replacing old batteries for battery powered smoke detectors. Tenants will be instructed not to tamper with smoke detectors or remove batteries under penalty of law (see Sec. 53a-117a of the CT General Statutes, criminal mischief in the fourth degree, a Class C misdemeanor).

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Rope ladders or similar devices will not be accepted as a secondary means of egress. Units approved for occupancy prior to the effective date of this Administrative Plan (July 1, 2015) shall be deemed acceptable.

Bedrooms must be at least seventy (70) square feet in size.

Ground Fault Circuit Interrupters:

Ground Fault Circuit Interrupters (GFCI) are required for all electrical receptacles located within six feet of a water source, whether in the kitchen or bathroom. (with the exception of electrical outlets located on medicine cabinets.)

Admittance to Basement:

Owners are required to allow the inspector access to the basement to inspect the heating system. If the owner does not allow access he/she may instead present a safety inspection certification from a local public agency or evidence that the heating equipment was serviced and is in good working order. The evidence of service or inspection must not be over one (1) year old.

Modifications:

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building code requirements.

G. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within twenty-four (24) hours of notice by the HQS inspector:

- Lack of security for the unit
- Natural gas leak or fumes
- Major plumbing leaks or flooding

- Water logged ceiling in imminent danger of falling
- Lack of functioning toilet
- No heat November 1st through April 15th.
- Non-operational smoke detector
- Electrical problem which could result in shock or fire

The HA may give a short extension (not more than 48 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the HA.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the rental assistance payment will be abated and the RAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate the assistance to the family.

H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s), the owner will be notified in writing of the HQS violation(s). If the owner does not make the corrections in the time period specified by the HA, the assistance payment to the owner will be abated.

Suspension of Rental Assistance Payments

A notice of suspension will be sent to the owner and abatement will be effective as of the first of the following month.

The HA will inspect units under suspension within ten (10) business days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection. This pro-rated portion of the rental assistance payments will be included with the next month's payment.

The family will be notified of the re-inspection date.

No retroactive payments will be made to the owner for the period of time during which the rent was abated and the unit did not comply with HQS. The notice of suspension will state that the tenant is not responsible for the HA's portion of the rent that is abated.

Extension of Time to Complete Repairs

The HA will grant an extension in lieu of abatement in the following cases:

- The owner has a good history of HQS compliance.
- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
- The repairs must be delayed due to climate conditions.

The extension will be made for a period to be determined by the HA. At the end of that time, if the work is not completed, the HA will begin the abatement.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to within 15 days of the start of the abatement period, the owner will be sent a RAP contract proposed termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination will be rescinded by the HA if the tenant chooses to remain in the unit. Only one (1) HQS inspection will be conducted after the termination notice is issued.

I. DETERMINATION OF RESPONSIBILITY

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances.
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. Normal wear and tear is defined as conditions or items that could not be charged against the tenant's security deposit under state law or court practice.
- The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

J. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within thirty (30) days of notice for non- emergency violations and twenty-four (24) hours of notice for emergency violations. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by a supervisor. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the RAP contract will terminate when assistance is terminated. The landlord will be notified thirty (30) days prior to termination.

Chapter 11 OWNER RENTS AND RENT REASONABLENESS

INTRODUCTION

It is the HA's responsibility to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. The HA will not approve the lease or execute a RAP contract until it has determined that the unit meets the minimum HQS and that the rent is reasonable. The HA will determine rent reasonableness at initial lease-up, before any increases in rent to owner and at other times as described in this section. The HA will provide the owner with information concerning rent adjustments in the program. The HA will also ensure that gross rents do not exceed the MAR. This chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, and rent adjustments.

A. OWNER PAYMENTS

The payment to the landlord, called the rental assistance payment, is the contract rent approved by the HA less the tenant rent determined by the HA.

B. MAKING PAYMENTS TO OWNERS

Once the RAP contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated by letter to both landlord and tenant. A RAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically/manually to the RAP register for the following month. Checks are disbursed by the HA to the owner each month.

Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus HA rental assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the HA.

C. RENT REASONABLENESS DETERMINATIONS

The HA will not approve a lease until the HA determines that the initial rent to owner is a reasonable rent. The HA must re-determine the reasonable rent before any increase in the rent to owner. The HA also will re-determine rent reasonableness when owners request special contract rent adjustments.

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

The HA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market.

The owner will be advised that by accepting each monthly rental assistance payment, s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units on the premises.

If requested, the owner must give the HA information on rents charged by the owner for other units on the premises or elsewhere.

The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are defined sectors which include boroughs, villages, districts or neighborhoods within the HA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of bedrooms/square footage)
- Location
- Quality
- Unit type
- Utilities
- -Amenities

Rent Reasonableness Methodology

Information is gathered on rental units throughout the state, and each unit is rated, using the HA's rent reasonableness system. The average rents are identified for units of like size and type within the same market area. Each defined factor of the items listed above on the unit to be assisted will be compared, to those factors of comparable unassisted units in the database.

The HA has contracted for a statewide rental housing market data-base and rent reasonableness system. It will incorporate all the above factors; size, location, quality, age of unit, unit type, utilities and amenities.

Chapter 12 RE-EXAMINATIONS

INTRODUCTION

In accordance with HUD requirements, the HA will re-examine the income and household composition of all families at least annually. Families will be provided with accurate annual and interim rent adjustments. Re-examinations and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This chapter defines the HA's policy for conducting annual re-examinations and coordinating annual activities. It also explains the interim reporting requirements for families and the standards for timely reporting of changes.

A. ANNUAL ACTIVITIES

There are four activities the HA must conduct on an annual basis. These activities will be coordinated around the anniversary date of the RAP contract:

1. Re-examination of income and family composition
2. HQS inspections
3. New Lease Agreement Addendum signed by tenant and owner
4. Rent to owner adjustment (must be under MAR, must not exceed reasonable rent)

The HA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to total tenant payment can be made.

Re-examination of the family's income and composition must be conducted at least annually.

B. ANNUAL RE-EXAMINATION

Families are required to be re-examined at least annually.

When families move to another dwelling unit, an annual re-examination will be scheduled (unless a re-examination has occurred in the last 120 days) and the anniversary date will be changed.

Re-examination Notice to the Family

The HA will maintain a re-examination tracking system and the household will be notified by mail of the date and time for their interview at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The HA's procedure for conducting annual re-examinations will be to schedule the date and time of appointments and mail a notification to the family.

Completion of Annual Re-examination

The HA will have all re-examinations for families completed before the anniversary date. This includes notifying the family of any changes in rent at least thirty (30) days before the scheduled date of the change in family rent.

Persons with Disabilities

Persons with disabilities who are unable to come to the HA's office will be granted an accommodation by conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The HA will require the family to complete a Personal Declaration Form prior to all re-examination interviews. The family will be given no more than thirty (30) days to complete the form and return it in the self addressed envelope provided. Prior to the interview, the HA will run an EMS and DOL report for comparison to the personal declaration form.

Requirements to Attend

The following family members will be required to attend the re-examination interview:

- The head of household only

If the head of household is unable to attend the interview:

- The appointment will be rescheduled.

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to three (3) days prior to the interview.

If the family does not appear for the re-examination interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA will send family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the Housing Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with disability.

Documents Required from the Family

In the notification letter to the family, the HA will include instructions for the family to bring the following:

- Documentation of all liquid and non-liquid assets
- Any additional information that may affect the family's re-examination status, e.g., new household member since completion of the Personal Declaration form.

All information, excluding third party verification, brought to the HA in person, will be date stamped and copies of the date stamped verification will be returned to the tenant.

Verification of Information

The HA will follow the verification procedures and guidelines described in this plan. Verifications for re-examinations must be less than 120 days old.

Tenant Rent Increase

If tenant rent increases, a thirty (30) day notice is mailed to the family prior to the annual re-examination date.

If less than thirty days are remaining before the scheduled effective date of the annual re-examination date, the tenant rent increase will be effective on the first of the month following the thirty (30) day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the re-examination processing, there will be a retroactive increase in rent to the effective date of the re-examination.

Tenant Rent Decreases

If tenant rent decreases as a result of the annual re-examination, it will be effective on the re-examination date or on the first day of the month following completion of the re-examination process, whichever is sooner.

If the family causes a delay so that the processing of the re-examination is not complete by the re-examination date, rent change will be effective on the first day of the month following completion of the re-examination processing by the HA.

C. REPORTING INTERIM CHANGES

Changes in Household Composition

Program participants must report all changes in household composition to the HA between annual re-examination within thirty (30) days of the date of the change. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. Participant requests to remove members from the household must be accompanied by proof of the new residence. The HA will conduct a re-examination to determine any resulting changes to the household income and will make the appropriate adjustments in the rental assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular re-examination after moving into the unit.

Increases in Income (Interim Re-examination Policy)

Families will be required to report all increases in income or assets within thirty (30) days of the increase or be subject to repayment or termination.

The HA will process interim re-examinations when families have an increase in income that results in an increase of at least fifty dollars ($50.00) per month in tenant rent.

Decreases Income

Participants may report a decrease in income or any other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The change (which may result in a rent decrease) must be calculated by the HA within a reasonable time after the request.

HA Errors

If the HA makes a calculation error at admission to the program or at an annual re-examination, an interim re-examination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if it had been calculated correctly.

Other Interim Reporting Issues

An interim re-examination does not affect the date of the annual re-examination.

An interim re-examination will be scheduled for families with zero income every one-hundred and eighty (180) days.

If there is a change from welfare benefit income to employment income, the HA will defer the family's rent increase for six (6) months or until the family's next annual re-examination, whichever comes first, in order to encourage families to move to economic self-sufficiency.

- This incentive will only be provided once to any family member
- This incentive is not provided to persons who work seasonally

In the following circumstances, the HA may conduct the interim re-examination by mail:

- Changes that will not result in a change in tentant rent or certificate size.
- Changes in income that are normal for the family, such as seasonal employment.

- As a reasonable accommodation when requested. (See chapter 1, "Statement of Policies and Objectives.")

Any changes reported by participants other than those listed in this section will be noted in the file by the staff person but will not be processed between regularly-scheduled annual re-examination.

D. NOTIFICATION OF RESULTS OF RE-EXAMINATIONS

The notice of rent change is mailed to the owner and the tenant. If the family disagrees with the rent adjustment, it may request a hearing.

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The HA requires that families report interim changes in writing to the HA within thirty (30) days of when the change occurs. Any information, document or signature needed from the family to verify the change must be provided within this time frame.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The HA will notify the family and the owner of any change in the rental assistance payment to be effective according to the following guidelines:

Increases in the tenant rent are effective on the first of the month following at least thirty (30) days notice.

Decreases in the tenant rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report a change as described under section (C), "Reporting Interim Changes", and in this section, (E), "Timely Reporting of Changes in Income (and Assets)," the family will have caused an unreasonable delay in the interim re-examination processing and the following guidelines shall apply:

An increase in tenant rent will be effective retroactive to the date on which it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a repayment agreement or make a lump sum repayment.

A decrease in tenant rent will be effective on the first of the month following the month during which the change was reported.

Procedures when the Change is Not Processed by the HA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change has not been processed by the HA in a timely manner.

In this case, an increase will be effective after the required thirty (30) days' notice prior to the first of the month after completion of processing by the HA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date on which it should have been effective, and the family will be credited for the amount.

F. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the family share of the rent for families whose welfare assistance is reduced by the welfare agency specifically because of:

- Fraud in connection with the welfare program.
- Noncompliance with a welfare agency requirement to participate in an economic self sufficiency program, or
- A family member has not complied with other welfare agency requirements.

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits.
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or
- The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of welfare benefits reduction (as specified by the welfare agency).

If the family claims the amount of imputed welfare income has been calculated incorrectly, the housing supervisor will review the calculation for accuracy. If the imputed welfare income amount is correct, the HA will provide a written notice to the family that includes:

- A brief explanation of how the amount of imputed welfare income was determined, or
- A statement that the family may request an informal hearing if they do not agree with the HA determination. (See chapter 7, "Verification Procedures.")

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported within thirty (30) days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HA

If the addition would result in overcrowding according to HQS maximum occupancy standards, the HA will issue a larger certificate for additions to the family in the following cases:

- Addition by marriage or marital-type relation.
- Addition of a minor who is a member of the nuclear family who had been living elsewhere.
- Addition of an HA-approved live-in aide.
- Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide requires a larger size unit due to overcrowding, the change in certificate shall be made effective immediately.

Chapter 13 MOVES WITH CONTINUED ASSISTANCE

INTRODUCTION

The HA permits families to move with continued assistance to another unit within the HA's jurisdiction. The HA has developed policies which define limitations or restrictions on moves. This chapter defines the procedures for moves, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the HA has terminated the RAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate for other than a lease violation.
- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner) for owner breach or otherwise.

B. RESTRICTIONS ON MOVES

Families will not be permitted to move during the initial year of assisted occupancy without approval of the owner and the HA.

Families will not be permitted to move more than once in a twelve (12) month period.

The HA will deny permission to move if there is insufficient funding for continued assistance.

The HA will deny permission to move if there is documented proof that:

- The family has violated a family obligation.
- The family owes the HA money.

The director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Certificate

The HA will issue a Certification to Move to an eligible family as soon as the eligible family requests the move.

If the family does not locate a new unit the family will not lose its assistance and they may remain in the current unit so long as the owner permits and there is a RAP contract in place.

The annual re-examination date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HA proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the HA simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

Chapter 14 CONTRACT TERMINATIONS

INTRODUCTION

The rental assistance payments contract is the contract between the owner and the HA which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the RAP contract is the same as the term of the lease. The contract between the owner and the HA may be terminated by the HA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

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

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed sixty (60) days.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease. The owner must provide the HA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under state or local law to commence an eviction action.

During the term of the lease the owner may evict for reasons permissible under the law including:

1. Serious or repeated violations of the lease;
2. Violations of federal, state or local law related to occupancy of the unit;
3. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.
4. Any drug-related criminal activity on or near the premises.
5. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
6. Other good cause, after the first year of the lease, includes:
   - Business or economic reason for regaining possession;
   - Owner's desire to repossess unit for personal use; or
   - Tenant's refusal to accept offer of a new lease.

7 If the lease is for successive definite terms, after the initial term, the owner can terminate tenancy at the end of the initial term or any successive term without cause.

The eviction notice must specify the cause for the eviction.

Rental assistance payments are paid to the owner under the terms of the RAP contract. If the owner has begun eviction and the family continues to reside in the unit, the HA must continue to make rental assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The HA must continue making rental assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the HA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the HA has no other grounds for termination of assistance, the HA may issue a new certificate so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY THE HA

The term of the RAP contract terminates when the lease terminates, when the HA terminates program assistance for the family or when the owner has breached the RAP contract (*see Chapter 16 of this Administrative Plan, "Owner Disapproval and Restriction"*).

Termination Due to Abatement of Unit

The HA will terminate the RAP contract no earlier than 45 days after the unit goes into abatement and the tenant will be issued a certificate to move. If the owner makes the required repairs after the RAP contract has been terminated, a new RAP contract and lease will be required for the family to remain.

The HA may also terminate the contract if:

- The HA terminates assistance to the family.

- The family is required to move from a unit when the subsidy is too big for the family size or the unit does not meet HQS space standards because of an increase in family size or a change in family composition.
- Funding is no longer available.

The contract will terminate automatically if 180 days have passed since the last rental assistance payment to the owner.

Termination of Assistance Due to Lack of Funding

The HA may terminate the RAP contract if the HA determines that funding is insufficient to support continued assistance for families in the program.

When funding is insufficient, the HA may take the following steps:

The HA will determine if there are any other financial resources available to continue rental assistance on behalf of families currently subsidized and whether those resources should be utilized.

In the event funding is insufficient and other financial resources are not available, or a decision has been made not to utilize them, the HA will determine the number of families that must be terminated using a "last on, first off" methodology. Households selected will receive a minimum of thirty day's notice of termination of assistance. Terminated families will be returned to the Rental Assistance Program waiting list in reverse order to that in which they were removed. These families will receive first preference for Certificates from the waiting list.

When RAP funding becomes sufficient, families receiving subsidy through non-RAP funding will be reinstated first, prior to any assistance being offered to applicants on the waiting list.

Notice of Termination

The HA will provide the owner and family with at least thirty (30) days written notice of termination of the contract.

Chapter 15 DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny or terminate assistance for a family because of the family's action or failure to act. The HA will provide families with a written description of the family obligations under the program, the grounds under which the HA can deny or terminate assistance, and the hearing procedures of the HA. This chapter describes when the HA is required to deny or terminate assistance, and the policies of the HA for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding RAP contract.

A. GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE

If denial or termination is based upon behavior resulting from a disability, the HA may delay the denial or termination in order to determine if there is an accommodation that would meet or negate the behavior resulting from the disability.

Forms of Denial or Termination of Assistance

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the HA waiting list
- Denying or withdrawing a certificate
- Refusing to enter into a RAP contract or denying a request for a tenancy

Termination of assistance for a participant may include either of the following:

- Refusing to enter into a RAP contract or denying a request for a tenancy
- Terminating rental assistance payments under an outstanding RAP contract

Denial/ Termination of Assistance for Sex Offenders

The HA may deny admission/terminate assistance if any member of the household is subject to a registration requirement under a state or federal sex offender registration program. In screening applicants or adding additional household member(s) the HA will

perform criminal history background checks to determine whether any household member is subject to a sex offender registration requirement.

Grounds for Denial or Termination of Assistance

The HA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

1. The family violates any family obligation under the program.
2. Any member of the family has been terminated from Section 8, RAP or evicted from public housing within the past three (3) years.
3. The family refuses to enter into a repayment agreement for monies owed to the HA as a result of a program violation.
4 The family currently owes rent or other amounts to the HA or to another HA in connection with Section 8, RAP or public housing assistance under the 1937 Act.
5. The family has not reimbursed any HA for amounts paid to an owner under a RAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
6. The family breaches an agreement with an HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.
7. The family has engaged in or threatened abusive or violent behavior toward HA personnel.
   - "Abusive or violent behavior towards HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
   - "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or to commit violence. Actual physical abuse or violence will always be cause for termination.
8. Failure to report income that results in rental assistance overpayment in excess of $2,500.

9. Crime by family member, such as:
   - Fraud, bribery or other corrupt or criminal act in any federal, state or local housing program.
   - Drug-related criminal activity (as defined in law) leading to a conviction.
   - Violent criminal activity (defined by rule as criminal use of physical force against person or property) leading to a conviction.
10. Any member of the family fails to sign and submit HA required consent forms for obtaining information.
11. The family is under contract and 180 days have elapsed since the HA's last housing assistance payment was made.

B. FAMILY OBLIGATIONS (Regulation Section 17b-812-12)

1. The family must supply any information that the HA determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation. Section 17b-812-12(b)(1), Section 17b-812-12(b)(2).
2. All information supplied by the family must be true and complete. Section 17b-812-12(b)(1).
3. The family must supply any information and forms requested by the HA for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with program requirements. Section 17b-812-12(b)(2).
4. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information. Section 17b-812-12(b)(3).
5. Not later than 30 days after a request, the family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the

HA for this purpose. The family must promptly notify the HA of absence from the unit. Section 17b-812-12(b)(4), Section 17b-812-12(b)(5).

6. The family must notify the owner and, at the same time, notify the HA in writing before the family moves out of the unit or terminates the lease upon notice to the owner. Section 17b-812-12(b)(6).
7. The family must use the assisted unit for residence by the family. The unit must be the family's only residence. Section 17b-812-12(b)(7).
8. The family must promptly inform the HA in writing of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit not later than 30 days after such event. Section 17b-812-12(b)(8), Section 17b-812-12(b)(9).
9. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or if HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
10. The family must promptly notify the HA in writing if any family member no longer resides in the unit not later than 30 days after such member leaves. Section 17b-812-12(b)(10).
11. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice. Section 17b-812-12(b)(11).
12. The family must promptly give the HA a copy of any owner eviction notice/Notice to Quit. Section 17b-812-12(b)(12).
13. The family shall pay utility bills and supply appliances that the owner is not required to provide under the rental agreement. Section 17b-812-12(b)(13).
14. The family must not own or have any interest in the unit. Section 17b-812-12(c)(1).
15. The family may not commit any serious or repeated violation s of the lease. Section 17b-812-12(c)(2).
16. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs. Section 17b-812-12(c)(3).

17. The members of the family may not engage in drug-related criminal activity or violent criminal activity leading to the individual's conviction. Section 17b-812-12(c)(4).
18. The family must not sublease, let, transfer the unit, or assign the lease. Section 17b-812-12(c)(5).
19. An assisted family, or members of the family, may not receive RAP assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program. Section 17b-812-12(c)(6).
20. The family member may not willfully damage the dwelling unit or premises or cause serious or repeated damage through negligence, or permit any guest to do so. Section 17b-812-12(c)(7).
21. The family is responsible for an HQS breach caused by the family. Section 17b-812-12(c)(2), Section 17b-812-12(c)(7).
22. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA may use its discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the length of time since the violation occurred. The HA may also review the family's recent history and record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or

failure will not reside in the unit. The HA may permit the other members of a family to continue in the program.

Enforcing Family Obligations - Explanations and Terms

Denial or termination of assistance is always optional except where this plan or the regulations state otherwise. The term "promptly" when used with the family obligations shall always mean "within thirty (30) days."

HQS Breach: The supervisor will determine if an HQS breach is the responsibility of the family. Families may be given extensions to cure HQS breaches by the director.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the HA.

Notification of Eviction: If the family requests assistance to move and they did not notify the HA of an eviction for other than a lease violation within 10 business days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family: The HA may deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing within the past 3 years.
- Persons who have previously violated a family obligation as listed in State regulations 17b-812-12.
- Persons who commit drug-related criminal activity or violent criminal activity leading to a conviction.
- Persons who do not meet the HA's definition of family.

- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal or state housing program.
- Persons who currently owe rent or other amounts to the HA or to another HA in connection with Section 8, RAP, or public housing assistance.
- Persons who have engaged in or threatened abusive or violent behavior toward HA personnel.

Family Member Moves Out: Families are required to notify the HA within 30 days if any family member leaves the assisted household. When the family notifies the HA, they must furnish the following information.

- The date the family member moved out.
- The new address, if known, of the family member.
- A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-making Activity in Unit If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the HA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, or that the business is not legal, it will be considered a violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the provisions of RAP.

Fraud

In each case, the HA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, the HA will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug Related and Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means on or off the premises, not just on or near the premises.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Ineligibility if Evicted for Drug-Related Criminal Activity Persons evicted or terminated from public housing, Indian housing, Section 23, RAP, or any Section 8 program because of drug-related criminal activity are ineligible for admission to the RAP for a three-year period beginning on the date of such eviction.

The HA may waive this requirement if:

- The person demonstrates successful completion of a rehabilitation program approved by the HA, or
- The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

Applicants may be denied assistance if they have been:

- convicted/evicted from a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last 3 years prior to the date of the examination interview.
- If the family violates the lease for drug-related or violent criminal activity, the HA may terminate assistance.

- In appropriate cases, the HA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HA may consider individual circumstances with the advice of Juvenile Court officials.

Confidentiality of Criminal Records

The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Termination for Conviction

If the HA moves to terminate for a conviction of a drug related or violent criminal activity one or more of the following should be presented at the hearing:

- A court document outlining the specific offense and resulting conviction.
- Department of Correction's incarceration record indicating the nature of the offense that resulted in incarceration and/ or probation.
- Any other documentation that can attest to the conviction.

A **conviction** shall include any finding of guilt, whether it follows a jury trial, a guilty plea, an *Alford* plea, or any other proceeding, and whether or not the individual has admitted to the facts underlying the charge.

C. NOTICE OF TERMINATION OF ASSISTANCE

In any case where the HA decides to terminate assistance to the family, the HA must give the family written notice which states:

- The reason(s) for the proposed termination, including a detailed description of the violation, (ie. $7500.00 of unreported income from Wal-Mart from 1/08 thru 6/08) and specific reference to the relevant Regulation.

- The effective date of the proposed termination.
- The family's right, if they disagree, to request a hearing to be held before termination of assistance.
- The date by which a request for a hearing must be received by the HA.
- Notification of the tenant's right to appeal the hearing decision and procedure to do so.

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

D. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA will deny or terminate assistance. In making this determination, the HA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events surrounding the situation.

E. MISSED APPOINTMENTS AND DEADLINES

It is a family obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment or supply information required by a deadline without notifying the HA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information. A participant who fails to keep an appointment for an HQS inspection may be sent a Notice of Denial or Termination of Assistance for failure to allow the HA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in Chapter 12 of this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Certificate Issuance and Briefings
- Housing Quality Standards and Inspections
- Recertifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Family emergency
- Work resulting from training obligations

Procedure When Appointments Are Missed or Information Is Not Provided

For most purposes in this plan, the family will be given two (2) opportunities to attend an appointment or to provide information 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

subsequently attends an appointment or provides information and the family does not have a history of non-compliance.

Chapter 16 OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the HA to recruit owners to participate in the Rental Assistance Program. The HA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The HA has the discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, the term "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

1. The owner has violated any obligation under the RAP contract for the dwelling unit, including the owner's obligations to maintain the unit to HQS, including any standards the HA has adopted in this policy.
2. The owner has committed fraud, bribery or any other corrupt act in connection with the Rental Assistance Program.
3. The owner has engaged in drug related criminal activity or any violent criminal activity.
4. The owner has a history or practice of renting units that fail to meet state or local housing codes.
5. Unless their lease was effective prior to June 17, 1998, the owner may not be the parent, child, grandparent, grandchild, sister or brother of any family member. The HA will waive this requirement as a reasonable accommodation for a family member who is a person with a disability.
6. In cases where the owner and tenant bear the same last name, the HA may, at its discretion, require the family and/or the owner to certify whether they are related to each other in any way.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HA may also terminate some or all contracts with the owner.

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

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract, however, a new RAP contract and lease must be executed upon the tenant's reexamination date.

The HA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

If the new owner does not want an assignment of the contract, the HA will terminate the contract with the old owner, since she or he is no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

Chapter 17 OWNER OR FAMILY DEBTS TO THE PHA

INTRODUCTION

This chapter describes the HA's policies for the recovery of monies which have been overpaid to owners on behalf of families. It describes the methods that will be utilized for the collection of monies and the guidelines for different types of debts. It is the HA's policy to meet the informational needs of owners and families and to communicate the program rules in order to avoid an owner or a family incurring debts due to HA overpayment. Before a debt is assessed against a family or owner, the family file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family, or other interested parties.

When families or owners owe money to the HA, the HA will make every effort to collect the debt. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum repayments
- Repayment agreements
- Suspensions of rental assistance payments
- Reductions of rental assistance payments

A. REPAYMENT AGREEMENT FOR FAMILIES

A repayment agreement as used in this plan is a document signed by both parties outlining an agreement entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The terms of this repayment agreement will not exceed sixty (60) months. Requests for extensions will be reviewed on a case-by-case basis.

Only two (2) repayment agreements within a rolling 60 month period will be permitted. If a third incident occurs which requires a third repayment, the family must repay the entire amount due or a notice of termination or denial for breach of family obligation shall be issued.

B. DEBTS OWED DUE TO FAMILY ERROR

Where it has been determined by the HA, that error/late reporting was not a result of false statement, omission, or concealment of a substantive fact, families who owe money to the HA will be required to repay in accordance with the established repayment procedures for a person who owes a debt to the HA.

C. DEBTS DUE TO PROGRAM FRAUD AND ABUSE

Program fraud and abuse is defined as a single act or a pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in overpayment of Rental Assistance Program funds.

The HA will enter into a repayment agreement with the family if the RAP **overpayment** does not exceed $5000. Program assistance will be terminated for families **wh**en the RAP overpayment exceeds $5000. The HA will use the following collection tools attempt to recover debts including but not limited to:

- Requests for lump sum repayments
- Repayment agreements.

D. GUIDELINES FOR REPAYMENT AGREEMENTS

The HA shall use its judgment and shall negotiate individual agreements with families. The negotiated agreement shall include a mutually acceptable initial payment, all subsequent payments and a term of repayment that may not exceed 60 months (five years). As a standard, the length of repayment agreements shall reflect the amount to be

repaid and, when possible, shall not cause the family to pay more than forty –five percent of its income in rent and repayment.

Repayment agreements will be executed between the HA and the head of household and spouse.

Repayments may only be made by money order, cashier's check and personal check. The HA has the right to refuse personal checks.

A repayment will be considered to be in arrears if the repayment is not received by the close of the business day ten (10) days after the due date.

The family will be allowed at least two consecutive late payments during the course of the repayment agreement. Payment must be received before the due date of the next payment or housing assistance will be terminated.

If the family requests a move to another unit and has a repayment agreement in place, and the repayment agreement is not in arrears, the family will be permitted to move.

If the family requests a move to another unit and is in arrears on a repayment agreement, they will be permitted to move, if they pay the past due amount.

The amount of the monthly repayments may be decreased in cases of family hardship if requested with reasonable notice from the family, verification of the hardship, and the approval of the HA.

E. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained housing assistance or repayments to which the owner is not entitled, the HA may reclaim the amounts from future housing assistance repayments owed to the owner for any unit or units under contract.

If future housing assistance or repayments are insufficient to reclaim the amount owed, the HA will:

1. Enter into a repayment agreement with the owner for the amount owed;
2. Restrict the owner from future participation.

Chapter 18 COMPLAINTS AND ADMINISTRATIVE FAIR HEARINGS

INTRODUCTION

The administrative fair hearing requirements defined in the Regulations of Connecticut State Agencies Section 17b-812-14 and Public Act 15-29 (effective October 1, 2015) are applicable to participating families who disagree with an action, decision, or inaction of the HA. This chapter describes the policies, procedures and standards to be used when families disagree with an HA decision. The procedures and requirements are explained for administrative fair hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

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

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HA or owner.
2. Complaints from owners: If an owner disagrees with an action or inaction of the HA or a family.
3. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HA, a family or an owner.

All complaints from the general public will be referred to the supervisor.

B. APPLICANT/PARTICIPANT RIGHT TO AN ADMINISTRATIVE FAIR HEARING

Administrative fair hearings are provided for applicants who are denied assistance before the effective date of the RAP contract and for program participants where there are changes in terms or denial of continued assistance.

The HA's administrative fair hearing procedures will be provided to families in the briefing packet.

When the HA makes a decision regarding the eligibility and the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA.
- The date the proposed action or decision will take place.
- A brief statement of the reason for the HA's decision.
- The procedures for requesting an administrative fair hearing if the family disputes the action or decision.
- The time limit for requesting the administrative hearing.
- To whom the administrative fair hearing request should be addressed.

The HA must provide applicants with the opportunity for an administrative fair hearing of decisions denying:

- Listing on the HA's waiting list
- Issuance of a certificate
- Participation in the program

The HA must provide participants with the opportunity for an administrative fair hearing for decisions related to any of the following HA determinations:

- Determination of the family's annual or adjusted income and the computation of their rental assistance payment.

- That the appropriate utility allowance is being used.
- The family unit size determination under HA subsidy standards.
- Determination that the family is over housed in their current unit and a request for exception is denied.
- Determination to terminate assistance for any reason.

The HA must always provide the opportunity for an administrative fair hearing before termination of assistance.

Administrative fair hearings are not required for established policies and procedures and HA determinations such as:

- Discretionary administrative determinations by the HA
- General policy issues or class grievances
- Establishment of the HA schedule of utility allowances for families in RAP
- An HA determination not to approve an extension or suspension of a certificate term
- An HA determination not to approve a unit or lease
- An HA determination that an assisted unit is not in compliance with HQS (HA must provide administrative fair hearing for family breach of HQS because that is a family obligation determination)
- An HA determination that the unit is not in accordance with HQS because of the family size
- An HA determination to exercise or not exercise any right or remedy against the owner under a RAP contract

The HA's Administrative Fair Hearing Procedures

A request for an administrative fair hearing must be received by the DOH in writing by the close of the business day, within sixty (60) days from the date of the HA's notification of denial of assistance. The aggrieved person shall request an administrative hearing

within ten (10) days of the mailing date of the HA's notice of action in order to prevent the suspension of rental assistance payments.

As part of the notice of termination, applicants/participating families will receive information as how to request an administrative fair hearing. That information will include specific time frames as well the following address to apply for such:

Department of Housing
505 Hudson Street, 2nd Floor
Hartford, CT 06106

Once the applicant/participating family has requested an administrative fair hearing, the HA will be notified of the time and location of said hearing by DOH. Preparation by the HA staff for the administrative fair hearing will include:

1. A narrative statement of facts
2. Evidence in support of the HA decision to terminate
3. Any witness(s) to corroborate the HA's position
4. Submission of all materials to the fair hearing officer as well as the appellant for review prior to the hearing.

All requests for an administrative fair hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

Chapter 19 SPECIAL HOUSING TYPES

INTRODUCTION

The HA will permit a family to lease a manufactured home and space with assistance under the program. The HA will also provide assistance for a family that owns the manufactured home and leases only a space. In addition, the HA will allow RAP certificates to be used in other special types of housing as a reasonable accommodation for a person with a disability.

A. MANUFACTURED HOUSING

Housing Quality Standards

A manufactured home must meet all the HQS requirements outlined in chapter ten (10). In addition the manufactured home also must meet the following requirements:

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the HA.

The HA will not approve a lease for a manufactured home space until the HA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the HA will re-determine that the rent is reasonable.

The HA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The HA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly rental assistance payment from the HA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the HA, the owner must provide the HA information on rents for other manufactured home space.

Rental Assistance Payments for Manufactured Home Space

Exception rents do not apply.

The initial rent to owner for leasing a manufactured home space may not exceed the published MAR for a manufactured home space.

During the term of tenancy the amount of the monthly rental assistance payment equals the lesser of:

- The manufactured home space cost minus the higher of: the total tenant payment; or the HA's minimum rent; OR

- The rent to owner for the manufactured home space.

"Manufactured home space cost" means the sum of: the amortization cost, the utility allowance, and the rent to owner for the manufactured home space.

Amortization Cost

The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount will be reduced by fifteen (15) percent to exclude debt service to amortize the cost of furniture, unless the HA determines that furniture was not included in the purchase price.

Any debt service due to refinancing the manufactured home after purchase of the home is not included in the amortization costs.

The HA will not approve as part of the monthly amortization payment, set-up charges to be included in the debt service incurred by a family that relocates its home.

The HA will not include as part of the monthly amortization payment, set-up charges incurred before the family became an assisted family, if monthly payments are still being made to amortize such charges.

Utility Allowance Schedule for Manufactured Home Space Rental

The HA will establish utility allowances for manufactured home space rental. For the first twelve (12) months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

B. SPECIAL HOUSING TYPES AS REASONABLE ACCOMMODATION

In addition to manufactured housing, the HA will allow RAP certificates to be used in the following types of housing as reasonable accommodation for a person with a disability:

Single Room Occupancy (SRO) units

A single room, with access to a bathroom, that contains at least 110 square feet of floor space.

Group homes

A residence which is licensed, certified or otherwise approved in writing by the state as a group home for elderly persons or persons with disabilities.

Congregate housing

A unit of one room, or several rooms (e.g., including a bedroom and a sitting room), containing a refrigerator. There must be a central kitchen and dining facilities on the premises.

Shared housing

A multiple dwelling unit in which each unit must contain private space for each assisted family, plus appropriate common space for shared use by all residents of the complex.

The private space for each family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of each assisted family may not be less than the family size. A one (1) bedroom unit, or a zero (0) bedroom unit (i.e., an efficiency), may not be used for shared housing.