

DRAFT

CITY OF PASADENA HOUSING DEPARTMENT (CoPHD)

**Public Housing Agency (PHA)
Annual Plan for Fiscal Year 2016**

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

Annual Plan

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

OMB No. 2577-0226

CITY OF PASADENA HOUSING DEPARTMENT (CoPHD)

Public Housing Agency (PHA) Annual Plan for Fiscal Year 2016

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PHA Annual Plan

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Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families

Applicability. Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	<p>PHA Name: <u>City of Pasadena</u> PHA Code: <u>CA079</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2016</u></p> <p>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>1409</u></p> <p>PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p>

CoPHD's Main Administrative Office:

City of Pasadena
Housing Department
649 N. Fair Oaks Avenue, Suite 202
Pasadena, CA 91103

All Branches of the Pasadena Public Library:

- Central Library - 285 East Walnut, 626-744-4066
- Allendale – 1130 S. Marengo, 626-744-7260
- Hastings – 3325 E. Orange Grove, 626-744-7262
- Hill Avenue – 55 S. Hill, 626-744-7264
- Lamanda Park – 140 S. Altadena Drive, 626-744-7266
- La Pintesca – 1355 N. Raymond, 626-744-7268
- Linda Vista – 1281 Bryant, 626-744-7278
- San Rafael – 1240 Nithsdale Road, 626-744-7270
- Santa Catalina – 999 E. Washington 626-744-7272

Other Locations:

City of Pasadena
Office of the City Clerk
100 North Garfield Avenue, Room S228
Pasadena, CA 91109

Community Facilities:

- Jackie Robinson Center – 1020 North Fair Oaks, 626-744-7300
- Villa-Park Neighborhood Center – 363 East Villa, 626-744-6530
- Pasadena Senior Citizens Center – 85 East Holly, 626-795-4331
- Victory Park Center – 2575 Paloma, 626-744-7500

B	Annual Plan.
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p>
	<p><u>Housing Needs and Strategy for addressing Housing Needs</u></p> <p>Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <ul style="list-style-type: none"> • Continue marketing the Section 8 housing at local community and governmental activities to the general public. • Market/assist Section 8 tenant to locate units outside of areas of poverty or minority concentration. • Market the section 8 program to owners outside of areas of poverty or minority concentration. • Utilize Fair Housing and Resident Advisory Board to conduct presentation for the residents and the CoPHD will participate. • Provide free listing of affordable properties in the City of Pasadena, which is available in our offices and on our website: www.cityofpasadena.net/housing/rentalassistance .

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one) <input checked="" type="checkbox"/> Section 8 tenant-based assistance			
	# of families	% of total families	# of families not accepted -2014
Waiting list total	23,150		1,286
Extremely low income <=30% AMI	18,717	80.85%	
Very low income (>30% but <=50% AMI)	4,433	19.15%	
Low income (>50% but <80% AMI)			
		100%	
Families with children	8,621	37.40%	
Elderly families	1,867	7.67%	
Families with Disabilities	7,351	31.78%	
		76.85%	
Race/ethnicity White	11,303	50%	
Race/ethnicity Black	10,720	46%	
Race/ethnicity Asian	410	1.5%	
Race/ethnicity Native	319	1%	
Race/ethnicity Pacific	398	1.5%	
		100%	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes: How long has it been closed (# of months)? November 1, 2014 (8 months)			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Eligible Non Elderly Persons with Disabilities Category 2 program and VASH families program.			
<p>The City of Pasadena Housing and Career Services Department closed its enrollment process for the Section 8 Housing Choice Voucher Program Waiting List on November 1, 2014. The enrollment period opened on October 15, 2014. During that two week period 26,251 households were placed on the waiting list. The overwhelming result indicates an extraordinarily high demand for affordable housing. It also is an indication that the new online only enrollment system, used for the first time, was a major improvement in process efficiency and customer service. Previously, the applications were all processed by hand. The online effort was greatly supported by over 20 local community partners, including libraries, community centers, nonprofit organizations, and the 311 Call Center. Assistance was available in English, Armenian, and Spanish. From November 2014 to November 2015 more than 1,815 applications were processed.</p>			

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2016 grants)	N/A	
a) Annual Contributions for Section 8 Tenant-Based Assistance	\$12,051,230	
b) Public Housing Drug Elimination Program (including any Technical Assistance funds)	N/A	
c) Resident Opportunity and Self-Sufficiency Grants	N/A	
d) Community Development Block Grant (CDBG)	\$2,253,197	Economic Development; Youth Diversion; Housing Rehab; Family Empowerment; and Public Services Programs.
Other Federal Grants (list below)		
Permanent Housing Rental Assistance	\$745,828 \$110,729 \$56,654 \$42,488 \$42,437	Tenant-based rental assistance and supportive services for homeless person with disabilities (serious mental illness, HIV/AIDS, and substance abuse); administration.
Continuum of Care (Euclid Villa)	\$168,453	16 units of permanent housing coupled with supportive services for homeless families.
Union Station Transitional Housing	\$124,423	Transitional housing & services for 20 homeless individuals.
Permanent Housing for Persons with Disabilities - Hestia House	\$240,187	To develop 8 units of permanent supportive housing for recovering substance abusers.
Homeless Management Information Systems – HMIS	\$140,378	Grant awarded to develop and implement a HUD mandated HMIS service.
Alliance for Housing and Healing	\$235,230	Twelve (12) unit of scattered site housing for homeless families & individuals with HIV/AIDS.
Navarro House	\$45,027	6 units of permanent supportive housing for homeless individuals.
Union Station Homeless Services Permanent Supportive Housing w/ Rental Assistance	\$895,044	Rental housing subsidy w/ outreach and services to the 45 chronically homeless individuals and 5 families w/ children

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
City of Pasadena Rapid Rehousing w/ Short-Term Rental Assistance	\$56,869	Case management and short-term (up to 3 months) housing subsidies to 5 homeless families with children
City of Pasadena Rapid Rehousing w/ Medium-Term Rental Assistance	\$73,228	Case management and medium-term (4-24 months) housing subsidies to 5 homeless families with children
Emergency Shelter Grant (ESG)	\$160,034	The provision of temporary emergency shelters, emergency hotel/motel vouchers and supportive services for the homeless.
HOME Affordable Housing Program (FY 2016 Grant)	\$499,748	CHDO set aside, housing projects, administration.
4. Other income (list below)		
HOPWA (City of Los Angeles)	\$250,000	Tenant-based rental assistance for persons living with HIV/AIDS.
4. Non-federal sources (list below)		
CoPHD Housing Successor Funds (\$38,999) and Compliance Monitoring Fee (\$36,000)	\$74,999	Annual housing unit covenant compliance monitoring including both on-site audit and tenant eligibility determination.
Total resources	\$18,266,183.00	

	<p><u>Significant Amendment/Modification</u> Several Chapters in the 2015 Administrative Plan were updated and modified in according with any and all 24 Code of Federal Regulations (CFR) Housing and Urban Department (HUD) and procedures. In Attachment "G" are copies of the revisions.</p> <p>Chapter 5 – Subsidy Standards Chapter 6 – Factors Related to Total Tenant Payment Determination Chapter 9 – Request for Lease Approval and Contract Execution Chapter 15 – Denial or Termination of Assistance Chapter 17 – Property Owner or Family Debts to CoPHD Chapter 20 – Supportive Housing Services Chapter 25 – Transfer 40 Non Elderly Disable Vouchers (NED) Category 2 to HUD.</p>
B.2	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p>

	<p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>Section 8 Project Based Vouchers for the Mar Vista Union permanent supportive housing project was awarded through the United Way “Home for Good” Request for Proposals process that was announced in March 2012. Mar Vista Union Project is a 19-unit building in the City of Pasadena at corner of Union and Mar Vista Street. This project will be open in the Spring of 2016 and will assist chronically homeless families in the City of Pasadena.</p> <p>Section 8 Project-Based vouchers to assist 69 units in the Heritage Square housing project, located at 762 N. Fair Oaks Avenue, Pasadena. The project will provide housing to 69 senior households. The vouchers were awarded through the City’s Request for Proposals process that was issued in January 2015. The project, currently under construction, is anticipated to be open in July 2016.</p>
<p>B.3</p>	<p>Most Recent Fiscal Year Audit. Single Audit Report FY 2015 “See Attachment F”</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>B.4</p>	<p>Civil Rights Certification</p> <p><i>Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan. “ See Attachment A”</i></p>
<p>B.5</p>	<p>Certification by State or Local Officials.</p> <p><i>Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan. “See Attachment B”</i></p>
<p>B.6</p>	<p>Progress Report.</p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in its 5-Year PHA Plan.</p> <p>Goals and Objectives 2014-2019</p> <ul style="list-style-type: none"> • Goal: Improve the availability of Decent, Safe, and affordable Housing.

	<p>Objective: Apply for additional rental vouchers.</p> <ul style="list-style-type: none">• We applied for additional VASH vouchers and reviewed on 5/1/2015, 7 new VASH vouchers. <p>• Goal: Improve the Quality of Assisted Housing. Objective: Maintain Section Eight Management Assessment Program (SEMAP) High Performance rating.</p> <ul style="list-style-type: none">• Did not meet this goal due to low lease rate of the NED2 vouchers. Pasadena City Council approved recommendation on 12/14/2015, to transfer the NED 2 back to HUD. <p>• Goal: Ensure integrity in Housing Programs. Objective: Utilize technology to increase our capacity to maintain program integrity. Housing Choice Voucher Open enrollment will utilize technology to reduce risk of exposing persona Information. CoPHD will continue to provide information regarding housing opportunities through its website and other printed materials (i.e. brochures), as well as at community forums.</p> <ul style="list-style-type: none">• Use technology to open the City's Section 8 Waiting List from October15, 2014 to November 1, 2014 and received 26, 521 applications. <p>• Goal: Continue to promote fair housing and equal opportunities. Objective: CoPHD will continue to provide training related to fair housing discrimination to employees, its owners and tenants at workshops and mailers.</p> <ul style="list-style-type: none">• Mailed newsletters to the owners and tenants annually. Create positive awareness to expand the level of support.
B.7	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>

Attachments

Required Submission:

- (Attachment A) Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations (Civil Rights Certifications)
- (Attachment B) Form HUD-50077-SL, Certification by State or Local Officials
- (Attachment C) Resident Advisory Board (RAB) comments
- (Attachment D) Public Notices/Public Hearing Comments
- (Attachment E) Housing Department Organization Chart
- (Attachment F) City of Pasadena-Single Audit Report (Year ended June 30, 2015)
- (Attachment G) Amendments of the City of Pasadena Housing Department 2015 Administrative Plan

Attachment "A"

**Certifications of Compliance
with PHA Plans and Related
Regulations**
*(Standard, Troubled, HCV-Only,
and High Performer PHAs)*

**U.S. Department of Housing and Urban
Development**
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 2016 Annual PHA Plan for the PHA fiscal year beginning July 1, 2016, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
 16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
 18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 20. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

CITY OF PASADENA
PHA Name

CA 079
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2016

5-Year PHA Plan for Fiscal Years 20__ - 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official

Title CHIEF EXECUTIVE OFFICER

Signature

Date

form HUD-50077-ST-HCV-HP (12/2014)

Attachment "B"

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, _____, the _____
Official's Name *Chief Executive Officer*
Official's Title

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

 City of Pasadena
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

 City of Pasadena
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

City of Pasadena is dedicated to providing affordable housing and community development opportunities for low and moderate income persons and employment resources to enhance and strengthen our community.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title Chief Executive Officer
Signature	Date

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

City of Pasadena

CA079

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title Chief Executive Officer

Signature

Date

Attachment "C"

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

December 7, 2015

RE: HOUSING CHOICE VOUCHER PROGRAM - EXECUTIVE COMMITTEE
MEMBERS TO THE RESIDENT ADVISORY BOARD MEETING

Dear

The City of Pasadena Housing Department (CoPHD) extends an invitation to you to attend the Resident Advisory Board (RAB) Executive Committee meeting. The CoPHD has scheduled the Executive Committee meeting for December 14, 2015, at 9:30 a.m. The meeting will be held at the:

City of Pasadena Housing Department
649 North Fair Oaks Avenue, Suite 202
Pasadena, CA 91103

We will discuss and review the CoPHD's Public Housing Agency (PHA) Annual Plan (2016).

If you have questions, you may contact me at (626) 744-8305.

Sincerely,

Myrtle Dunson
Housing Assistance Officer

CITY OF PASADENA HOUSING DEPARTMENT

RESIDENT ADVISORY BOARD (RAB)

EXECUTIVE COMMITTEE MEETING

December 14, 2015

Housing Department
Renaissance Plaza
649 N. Fair Oaks Ave, Suite 202
Pasadena, CA 91103

AGENDA

- I. Welcome and Introductions

- II. Reports
 - Chairperson
 - Vice Chairperson
 - Secretary (resigned)
 - Executive Committee Member

- III. Next RAB Meeting on January 12, 2016
 - Public Housing Agency (PHA) Annual PHA Plan (2016)
 - Updated 2015 Administrative Plan
 - Election of Executive Committee Secretary
 - Presentations

- IV. Recommendations for next RAB Meeting

- V. Executive Committee Comments

- VI. Adjournment

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

December 21, 2015

Dear: Program Participant

The City of Pasadena Housing Department (CoPHD) is in the process of preparing its Public Housing Authority (PHA) Annual Plan for fiscal year 2016, as required by the U.S. Department of Housing and Urban Development (HUD). CoPHD is requesting your participation in this planning process through your comments and recommendations regarding the PHA Annual Plan.

The PHA Annual Plan describes CoPHD's immediate operations, program participants, programs/services, and the strategy for handling operational concerns of the Rental Assistance Programs for the upcoming fiscal year.

The PHA Annual Plan will be reviewed and discussed at the Resident Advisory Board (RAB) meeting on Thursday, January 12, 2016, from 11:30 a.m. to 12:30 p.m. Renaissance Plaza Community Room, 649 North Fair Oaks Ave, Suite 203. The CoPHD extends an invitation to you to attend the RAB meeting.

However, your participation is strictly voluntary and your rental assistance will not be affected if you choose not to attend this meeting.

If you have any questions, please contact the CoPHD, at (626) 744-8300.

Sincerely,

Myrtle Dunson
Housing Assistance Officer
Housing Department

RESIDENT ADVISORY BOARD (RAB)
Annual RAB Meeting

11:30 A.M. - 12:30 P.M., Tuesday, January 12, 2016
Renaissance Plaza
649 N. Fair Oaks Ave, Suite 203
Pasadena, CA 91103

AGENDA

- I. Call to Order - Welcome
- II. Executive Committee Reports
Chairperson (Jacqueline Howard)
Vice Chairperson (Susan Grant)
Committee Member (Michael Watkins)
 - Last RAB Meeting (1/06/15)
- III. New Business

Committee Members Presentations
Myrtle Dunson, Housing Assistance Officer
 - Public Housing Agency (PHA) Annual Plan (2016)
 - Updated 2015 Administrative Plan
 - Election of Executive Committee Secretary
 - Presentations
- IV. Recommendations and Comments
- V. Next RAB Meeting and Suggested Agenda Items
- VII. Adjournment

Attachment "D"

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

Publish Once:
Account Number: 8112 220 684210 50109

PHA: (626) 744-8300
FAX: (626) 744-8340

NOTICE TO THE PUBLIC OF A PUBLIC HEARING BY THE CITY OF PASADENA HOUSING DEPARTMENT TO CONSIDER THE APPROVAL OF THE PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN (2016).

In accordance with 24 Code of Federal Regulations, Part 903 et seq., as published by the U.S. Department of Housing and Urban Development (HUD) on December 22, 2000, in the Federal Register, Public and Indian Housing (PIH) Notice 2000-43, and the Quality Housing and Work Responsibility Act of 1998, the City of Pasadena Housing Department (“City”, formerly referred to as “Pasadena Community Development Commission” or “PCDC”) hereby gives notice that the Public Housing Agency (PHA) Annual Plan (2016), will be considered for approval at a public hearing of the City on Monday, March 14, 2016 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, Room S249, at 100 North Garfield Avenue, Pasadena, California. The purpose of the public hearing is to obtain the views of citizens, service providers, participants, and interested individuals regarding the development of the PHA Annual Plan (2016).

The PHA Annual Plan (2016) describes the City’s current operations, assesses housing assistance needs, housing stock conditions, and rental housing subsidy needs of lower income households for the upcoming fiscal year.

Upon approval by the City, the PHA Annual Plan (2016) will be submitted to HUD to ensure the City will continue to receive federal funds that benefit very low income individuals and households from the rental assistance programs. Rental Assistance Programs subsidies will be contingent upon the availability of funding to the City from HUD, as well as the preparation and submittal to HUD of the PHA Annual Plan.

ALL INTERESTED AGENCIES, GROUPS, OR INDIVIDUALS who wish to be heard on this matter are invited to attend this public hearing and speak to the City Council at the time and place stated. The City Council will consider approval of the PHA Annual Plan (2016) at the public hearing after receiving testimony, oral or written.

If you have any questions or require information regarding the PHA Annual Plan (2016), and/or the process, contact Myrtle Dunson, Housing Assistance Officer, at (626) 744-8300, or provide written comments to: Housing Department, 649 N. Fair Oaks Avenue, Suite 202, Pasadena, California 91103.

Michael J. Beck, City Manager
100 North Garfield Avenue
Pasadena, CA 91109

Approved as to Form:

BRAD L. FULLER
Assistant City Attorney

Publish:

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

PUBLIC NOTICE OF THE AVAILABILITY FOR REVIEW OF THE
PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN FOR FISCAL YEAR 2016,
FOR THE CITY OF PASADENA.

The City of Pasadena Housing Department (“City”, formerly referred to as “Pasadena Community Development Commission” or “PCDC”) announces that the Public Housing Agency (PHA) Annual Plan (2016) for the City in compliance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA), U.S. Department of Housing and Urban Development (HUD) PHA Plan Final Rule (24 CFR Part 903), Public and Indian Housing (PIH) Notice 2000-43, is available for public review.

The PHA Annual Plan (2016) describes the City’s current operations, and assesses housing assistance needs, housing stock conditions, and rental housing subsidy needs of lower income households for the upcoming fiscal year.

The City is extremely interested in improving and increasing communication with Pasadena’s citizens in the area of housing. Comments on the plan are requested and encouraged.

The PHA Annual Plan will be available for public review at the following locations:

Housing Department:

649 North Fair Oaks Avenue, Suite 202
Pasadena, CA 91103

Office hours are: Monday & Tuesday between 8:00 a.m. - 1:00 p.m.
Wednesday & Thursday between 12: p.m. - 5:00 p.m.

Community Facilities*:

Jackie Robinson Center – 1020 North Fair Oaks	791-7983
Villa-Parke Neighborhood Center – 363 East Villa	744-6530
Pasadena Senior Citizens Center – 85 East Holly	795-4331
Victory Park Center – 2575 Paloma	798-7500
El Centro de Accion Social, Inc.- 37 East Del Mar	792-3148

All Branches of the Pasadena Public Library*:

Central Library - 285 East Walnut	744-4052
Allendale – 1130 South Marengo	744-7260
Hastings – 3325 East Orange Grove	744-7262
Hill Avenue – 55 South Hill	744-7264
Lamanda Park – 140 South Altadena Drive	744-7266
La Pintoresca – 1355 North Raymond	744-7268
Linda Vista – 1281 Bryant	744-7278
San Rafael – 1240 Nithsdale Road	744-7270
Santa Catalina – 999 East Washington	744-7272

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

*Check these facilities for hours of availability

The PHA Annual Plan will be considered by the City Council in a public hearing on March 14, 2016, and if adopted, will be submitted to the U.S. Department of Housing and Urban Development, shortly thereafter.

Comments in writing from the public on the PHA Annual Plan will be received by the City's Housing Department located at 649 North Fair Oaks Avenue, Suite 202, Pasadena, CA from December 31, 2015 to March 14, 2016. If you have any questions call Myrtle Dunson, City of Pasadena, Housing Department, at (626) 744-8300.

Michael J. Beck, City Manager
100 North Garfield Avenue
Pasadena, CA 91109

Publish:

Approved as to Form:

BRAD L. FULLER
Assistant City Attorney

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

Publicar una vez:
Número de cuenta: 8112 220 684210 66 50109

PHA: (626) 744-8300
FAX: (626) 744-8340

AVISO AL PÚBLICO DE UNA AUDIENCIA PÚBLICA DEL DEPARTAMENTO DE VIVIENDA
DE LA CIUDAD DE PASADENA PARA CONSIDERAR LA APROBACION DEL PLAN
ANUAL DE LA AGENCIA DE VIVIENDA PUBLICA (PHA, SIGLAS EN INGLES) PARA EL
AÑO FISCAL (2016)

De acuerdo con el código 24 de las regulaciones federales, parte 903 et seq., publicado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) por sus siglas en inglés, el 22 de diciembre de 2000, en el Registro Federal, y la Oficina de la Vivienda Pública para las Comunidades Indígenas (PIH) por sus siglas en inglés, aviso 2000-43, y la Vivienda de Calidad y la Ley de Responsabilidad Laboral de 1998, la Ciudad de Pasadena, Departamento de Vivienda, Agencia Sucesora de la Comisión de Desarrollo Comunitario de Pasadena (“Ciudad”) por la presente da aviso que el Plan Anual (2016) de la PHA, será considerado para su aprobación en la audiencia pública por la Ciudad el lunes 14 de marzo del 2016 a las 7:00 p.m. o un poco después cuando el tema sea escuchado, en la cámara del consejo, sala S249, en el 100 Norte de la Avenida Garfield, Pasadena, California. El propósito de esta audiencia pública es para obtener el punto de vista de los ciudadanos, proveedores de servicios, participantes, y personas interesadas en relación al Plan Anual (2016) de la PHA.

El Plan Anual (2016) de la PHA describe las operaciones inmediatas de la Ciudad, evalúa las necesidades de asistencia de la vivienda, las condiciones del inventario de viviendas, y las necesidades de subsidiar las rentas de las viviendas para personas de bajos ingresos para el próximo año fiscal.

Una vez sea aprobado por la Ciudad, el Plan Anual (2016) de la PHA será presentado a HUD para asegurar que la Ciudad de Pasadena continúe recibiendo fondos federales para los programas de asistencia para la renta, que benefician a las personas de bajos ingresos. Los subsidios para programas de asistencia para la renta están sujetos a la disponibilidad de los fondos para la Ciudad de HUD así como también la preparación y presentación de los planes de la PHA a HUD.

TODAS LAS AGENCIAS, GRUPOS O PERSONAS INTERESADAS que desean ser escuchados sobre este asunto están invitados a asistir a esta audiencia pública para hablar ante la Ciudad a la hora y lugar determinado. La Ciudad considerará la aprobación del Plan Anual (2016) de la PHA, en la audiencia pública después de haber recibido testimonio, oral o escrito.

Si tiene algunas preguntas o requiere información sobre el Plan Anual (2016) de la Agencia Pública de Vivienda (PHA) y/o el proceso, comuníquese con Myrtle Dunson, Funcionaria Asistente de la Vivienda, al (626) 744-8300, o envíe sus comentarios por escrito al: Departamento de Vivienda, 649 N. Fair Oaks Avenue, Suite 202, Pasadena, California 91103.

Michael J. Beck, Oficial Jefe Ejecutivo
100 North Garfield Avenue
Pasadena, CA 91109

EL FORMATO QUEDA APROBADO:

BRAD L. FULLER
CONSEJERO GENERAL AUXILIAR

Publicar:

AVISO PÚBLICO DE LA DISPONIBILIDAD PARA REVISAR EL PLAN ANUAL DE LA AGENCIA PÚBLICA DE VIVIENDA (PHA, SIGLAS EN INGLÉS) PARA EL AÑO FISCAL (2016), DE LA CIUDAD DE PASADENA

El Departamento de Vivienda de la Ciudad de Pasadena (“Ciudad”, Agencia Sucesora de la Comisión de Desarrollo Comunitario de Pasadena o PCDC, siglas en inglés) anuncia que el Plan Anual (2016) de la Agencia Pública de la Vivienda (PHA) estará disponible para ser revisado de acuerdo con la Ley de 1988 de Responsabilidad Laboral y la Calidad de la Vivienda (QHWRA) por sus siglas en inglés, el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) siglas en inglés del plan final PHA (24 CFR Parte 903), aviso 2000-43 de la vivienda pública para las Comunidades Indígenas (PIH) siglas en inglés.

El Plan Anual (2016) de PHA describe las operaciones inmediatas de la Ciudad, evalúa las necesidades de asistencia de la vivienda, las condiciones del inventario de la vivienda, y las necesidades de subsidiar las rentas de las viviendas para personas de bajos ingresos para el próximo año fiscal.

La Ciudad está bastante interesada en mejorar y aumentar la comunicación con los ciudadanos de Pasadena en el tema de la vivienda. Se les anima y solicita sus comentarios sobre el plan.

El Plan Anual de PHA estará disponible para que el público lo revise en los siguientes lugares:

Departamento de Vivienda:

649 Norte Fair Oaks Avenue, Suite 202,
Pasadena, CA 91103

Horario de oficina: lunes y martes entre 8:00 a.m. a 1:00 p.m.
miércoles y jueves entre 12:00 p.m. a 5:00 p.m.

Instalaciones Comunitarias*:

Centro Jackie Robinson – 1020 North Fair Oaks	(626) 791-7983
Centro de Vecinos de Villa-Parke – 363 East Villa	(626) 744-6530
Centro de Personas de la Tercera Edad – 85 East Holly	(626) 795-4331
Centro Victory Park – 2575 Paloma	(626) 798-7500
El Centro de Acción Social, Inc.- 37 East Del Mar	(626) 792-3148

Todas las Sucursales de la Biblioteca Pública de Pasadena:

Biblioteca Central - 285 East Walnut	(626) 744-4052
Allendale – 1130 South Marengo	(626) 744-7260
Hastings – 3325 East Orange Grove	(626) 744-7262
Hill Avenue – 55 South Hill	(626) 744-7264
Lamanda Park – 140 South Altadena Drive	(626) 744-7266
La Pintoresca – 1355 North Raymond	(626) 744-7268
Linda Vista – 1281 Bryant	(626) 744-7278
San Rafael – 1240 Nithsdale Road	(626) 744-7270
Santa Catalina – 999 East Washington	(626) 744-7272

**comuníquese con estos lugares para las horas de visita*

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

El Plan Anual de PHA será considerado por la Cámara del Consejo en una audiencia pública el 14 de marzo del 2016, de ser adoptado, será presentado después de un corto tiempo al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos.

Los comentarios del público por escrito, sobre el Plan Anual de PHA serán recibidos por el Departamento de Vivienda de la Ciudad, ubicado en el 649 Norte Fair Oaks Avenue, Suite 202, Pasadena, CA desde el 31 de diciembre del 2015 hasta el 14 de marzo del 2016. Si usted tiene alguna pregunta llame a Myrtle Dunson, Ciudad de Pasadena, Departamento de Vivienda al (626) 744-8300.

Michael J. Beck, Oficial Jefe Ejecutivo
100 North Garfield Avenue
Pasadena, CA 91109

Publicar:

El formato queda aprobado:

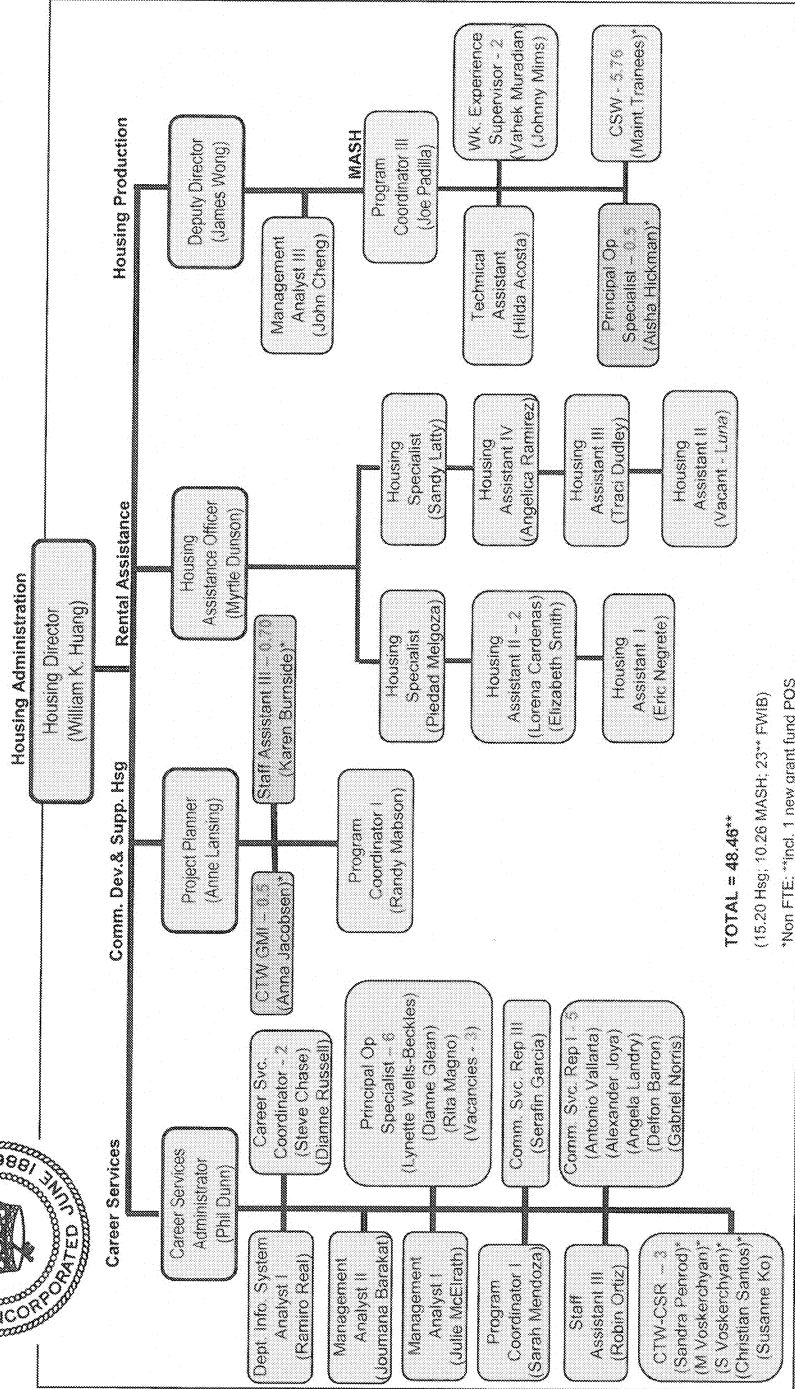
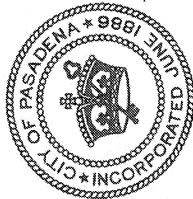
BRAD L. FULLER
Consejero General Auxiliar

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

Public Hearing Comments:

Attachment "E"

HOUSING & CAREER SERVICES DEPARTMENT FY 2016



TOTAL = 48.46**
 (15.20 Hsg; 10.26 MASH; 23** FWIB)
 *Non FTE; **incl. 1 new grant fund POS

Attachment "F"

PHA Name: City of Pasadena Housing Department
Annual Plan For Fiscal Years 2016
HA Code: CA 079

CITY OF PASADENA
SINGLE AUDIT REPORT
(YEAR ENDED JUNE 30, 2015)

Attachment "G"

AMENDMENTS

City of Pasadena Housing Department Rental Assistance Program 2015 Administrative Plan

**CITY OF PASADENA HOUSING DEPARTMENT (COPHD)
SUMMARY OF PROPOSED REVISIONS/AMENDMENTS TO THE
RENTAL ASSISTANCE
2015 ADMINISTRATIVE PLAN**

- | | |
|-----------------------|--|
| 1. Chapter 5- | Subsidy Standards |
| Description: | Housing Subsidy Standard Guidelines |
| Change Type: | Added SRO, removed domestic partners from 0 BR |
| Location: | Page 5-4 |
| Reason: | Update policy |
| | |
| 2. Chapter 6- | Factors Related to Total Tenant Payment Determination |
| Description: | Income from Excess of Tuition Assistance |
| Change Type: | Amended definition |
| Location: | Page 6-4 |
| Reason: | To comply with requirements stated in Notice PIH 2015-21 |
| | |
| 3. Chapter 9- | Request for Lease Approval and Contract Execution |
| Description: | Required |
| Change Type: | Page 9-2 |
| Location: | New Requirement and procedures |
| Reason: | To comply with the new requirements |
| | |
| 4. Chapter 10 | Housing Quality Standards and Inspections |
| Description: | Update Annual HQS Inspection discretion |
| Change Type: | Accept Photographs of minor repairs/deficiencies |
| Location: | Page 10-9 |
| Reason: | To comply with Notice PIH 2013-17 |
| | |
| 5. Chapter 15- | Denial or Termination of Assistance |
| Description: | CoPHD Adopted Obligations |
| Change Type: | Reorganization and update obligations |
| Location: | Pages 15-7 to 15-9 |
| Reason: | Update Policy |
| | |
| 6. Chapter 17- | Property Owner or Family Debts to the CoPHD |
| Description: | Payment Collected Procedures |
| Change Type: | Required |
| Location: | Page 17-6 |
| Reason: | New process and procedures to comply with the requirements |

- 7. Chapter 20- Supportive Housing Programs**
Description: Update Supportive Housing Services
Change Type: Formatting and references to Continuum of Care (CoC) Written procedures
Location: Pages 20-1 to 20-21
Reason: Written CoC procedures in accordance with the HEARTH ACT
- 8 Chapter 25- Special Housing Choice Voucher Allocations**
Description: Transfer Non Elderly Disable Category 2 Vouchers (NED 2)
Change Type: Remove NED 2 information
Location: Pages 25-1 and 25-2
Reason: Increase lease up rate and better use of City's staff resources

CHAPTER 5

SUBSIDY STANDARDS [24 CFR 982.54(d)(9)]

INTRODUCTION

HUD guidelines require that CoPHD establish subsidy standards for the determination of rental voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the rental voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards (HQS). This Chapter explains the subsidy standards which will be used to determine the rental voucher size for families when they are selected from the waiting list, as well as the CoPHD's procedures when a family's size changes or a family selects a unit size that is different from the rental voucher.

A. DETERMINING BEDROOM SIZE [24 CFR 982.402]

All standards in this section relate to the number of bedrooms on the rental certificate or voucher, not the family's actual living arrangements. The CoPHD does not determine who shares a bedroom/sleeping room. The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding. The CoPHD's subsidy standards for determining the HCV bedroom size will be applied consistently for all families of like size and composition. The CoPHD will apply the guidelines listed below when determining the HCV bedroom size:

1. Foster children will be included in determining unit size only if they will be in the unit for more than three months.
2. A child who is temporarily away from the home because of placement in foster care will be considered when determining the voucher bedroom size, only if the family submits documentation supporting the placement is temporary and does not exceed three months from the date the HCV was issued.
3. In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member. See Chapter 7 of this Plan, "Verification Procedures."
4. Students who will be living away from home will be removed from the household.
5. A family member who will be absent from the home for more than three consecutive months in a 12-month period will not be considered when determining the HCV bedroom size.

6. Any live-in aide, approved by the CoPHD to reside in the unit to care for a family member who is disabled or is at least 50 years of age, must be counted in determining the HCV bedroom size. Occasional, intermittent, multiple, or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances. See Chapter 2 of this Plan, “Eligibility for Admission”.
7. Unless a live-in aide resides with the family, the family unit size for any family consisting of a single person must be either a zero or one bedroom as determined under the CoPHD subsidy standards.
8. In determining family unit size for a particular family, the CoPHD will not grant an exception to its established subsidy standards. However, the CoPHD may grant an exception to the subsidy standards as a reasonable accommodation.
9. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.

B. CHANGES IN BEDROOM SIZE FOR HCV HOLDERS [24 CFR 982.403]

Changes for Applicants

The members of the family residing in the unit must be approved by the CoPHD. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody of a non-criminal nature, in which case the family must inform the CoPHD within 15 days by completing an Update of Family Circumstances form and submit supporting information regarding the change.

If an applicant with a voucher reports a change in family circumstances prior to admission, the family’s eligibility will be re-evaluated.

Changes for Participants

The members of the family residing in the unit must be approved by the CoPHD. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody of a non-criminal nature, in which case the family must inform the CoPHD within 15 days by completing an Update of Family Circumstances form and submit supporting information regarding the change.

Request for Exceptions to Subsidy Standards

The family may request an exception to the subsidy standards as a reasonable accommodation for a disabled family member. The request must be made in writing and must describe the needed accommodation. The CoPHD may conduct a special inspection at the time of the request and at every annual recertification. See Chapter 1 of this Plan, "Statement of Policies and Objectives".

Under-Housed Families (unit too small)

If a unit does not meet HQS space standards due to an increase in family size, the CoPHD will determine if the family is eligible to move with continued assistance. The CoPHD may issue the family an updated HCV in accordance with the CoPHD's subsidy standards.

Over-Housed Families (unit too big)

For over-housed families who are eligible to move with continued assistance, the CoPHD may issue the family an updated HCV in accordance with the CoPHD's subsidy standards.

C. UNIT SIZE SELECTED

The family may select a different size dwelling unit than that listed on the HCV. The following criteria should be considered:

1. **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 bedroom size authorized.
2. **Housing Quality Standards:** The standards allow two 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.
3. For a voucher tenancy, the CoPHD establishes payment standards by number of bedrooms. The payment standards for the family must be the lower of:
 - The payment standard for the family unit size; or
 - The payment standard for the unit size rented by the family.
4. The family may lease an otherwise acceptable dwelling unit with fewer bedrooms than the family unit size. However, the dwelling unit must meet the applicable HQS space requirements.

5. The family may lease an otherwise acceptable dwelling unit with more bedrooms than the family unit size. However, the issued HCV payment standard will be used to determine the contract rent.

Number of Bedrooms	HOUSING SUBSIDY STANDARDS GUIDELINES FOR UNIT SIZE SELECTED	
	Persons in Household (Minimum #)	Persons in Household (Maximum #)
Single Room Occupancy	1	1
0 Bedroom	1	2
1 Bedroom	2	4
2 Bedrooms	4	6
3 Bedrooms	6	8
4 Bedrooms	8	10
5 Bedrooms	10	12

Effective with January 2013 annual re-examinations, eligible one-person household program participants were and continue to be downsized from a 1-bedroom to a 0-Bedroom HCV. The CoPHD's HCV bedroom size determination is in accordance with 24 CFR Part 982.402.

Families affected by the change in HCV bedroom size will be informed of their new tenant rent based on their new HCV bedroom size. The family will be informed of the option to remain in the assisted unit paying a higher tenant rent or move with continued assistance. If the family remains in the assisted unit, the family will be required to sign an updated HCV. If the tenant rent exceeds the monthly income, the family will be required to move.

CHAPTER 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION [24 CFR Part 5, Subparts E and F; 5.603, 5.609, 5.611, 5.615, 5.617, 5.520, 5.630, 982.153, 982.312, 982.516, 982.518, 982.551]

INTRODUCTION

The 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 deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The CoPHD's policies in this Chapter address those areas which allow the CoPHD discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES

Annual Income is defined as all amounts, monetary or not, which: (1) Go to or on behalf of the family head or spouse (even if temporarily absent) or to any other family member; or (2) are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date.

Elements of Annual Income

- Income from Assets: Annual income includes income from assets earned during the 12-month period and to which any family member has access.
- Income of Dependents: A dependent is a family member who is under 18 years of age, is disabled, or is a full-time student. The head of household, spouse, foster child, or live in aide are never dependents. Some income contributed to the household by dependents is counted and some is not.
- Earned income of minors (family member under 18) is not counted.
- Unearned income of both children and adults is counted.
- Although full-time students 18 years of age or older are technically identified as dependents, a small amount of their earned income will be counted. Only up to \$480 of the earnings of a full-time student who is 18 years of age or older (other

than the head, spouse, or co-head) is included in annual income; the rest is excluded.

- All income of a full-time student, 18 years of age or older, is counted if that person is the head of household or spouse.
- A payment received by the family for the care of foster children or foster adults is not counted. This applies only to payments made through official foster care relationships with local welfare agencies.
- A single pregnant woman will not be entitled to the benefit of the \$480.00 dependent allowance until after the birth of the child, during an interim re-examination.

Income of Temporarily Absent Family Members

The CoPHD must count all income of family members who have been approved by the CoPHD to reside in the unit, even if they are temporarily absent. This includes family members who are temporarily confined to a nursing home or hospital.

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit will be counted. The only exception is special pay for exposure to hostile fire.

Income of Family Members who Work as Private Nurse/Care Attendant

The CoPHD must count all income of family members who have reported that they work as a private nurse/care attendant, and are away for the majority of the week and come back to the assisted unit during their days off.

Regular Contributions and Gifts

The CoPHD must count as income any regular contributions and gifts (monetary or not) from persons outside the family. This may include, but not limited to, rent, utility bills, credit card and car payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

Any contribution or gift received for two months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$50 per year. This may include the rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis. Periodic and other determinable allowances, such as alimony and child support payments, and regular contributions or gifts from organizations or from persons not residing in the dwelling, qualify and must be reported. It does not include casual contributions or sporadic gifts.

The CoPHD will include this income in the family's annual gross income if a "Promissory Note/Contract" is not in place. The CoPHD must receive a copy of the "Promissory Note/Contract". The CoPHD will determine whether this contribution will be included in the family's annual gross income after reviewing the "Promissory Note/Contract." However, this contribution will be included in the family's annual gross income if the "Promissory Note/Contract" is not received by the CoPHD.

The "Promissory Note/Contract" must state:

- The name of the persons entering into this legal transaction described as "lender" and "borrower";
- Total loan amount;
- Terms of the loan;
- Amount and frequency of the payment; and
- Date when first and final payment are due.

See Chapter 7 of this Plan, "Verification Procedures," for further definition.

If the family's expenses exceed its known income, the CoPHD will question the family about contributions, gifts or other sources of income.

Seasonal Income

Income from seasonal employment (income that lasts only for a portion of the year) must be counted.

Income from Temporary Work Assignments

Income from temporary work assignments will be counted if the family has a history of working temporary assignments. Annual income will be anticipated based on the earnings identified on the EIV report, W-2 forms, and pay stubs provided by the family.

Income from Business (Includes Self-Employment Income)

The net income from the operation of a business or profession must be included. Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income. An allowance for straight-line depreciation of assets used in a business or profession may be deducted.

Withdrawal of cash or assets from the operation of a business or profession is counted as income, except when the withdrawal is for reimbursement of amounts the family has invested in the business.

Student Financial Assistance

All forms of student financial assistance (grants, scholarships, educational entitlements, work study programs, and financial aid packages) are excluded from annual income. This is true whether the assistance is paid to the student or directly to the institution, and applies to all family members who are students, full or part-time, including the head, spouse, or co-head.

Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002), shall be considered income to that individual, except that financial assistance is not considered annual income for persons over the age of 23 with dependent children.

The Post 9/11 Veterans Educational Assistance Act of 2008 (Post 9/11 VEAA, also referred to as the Post 911 GI Bill) provides benefits for veterans pursuing a course of education in the forms of tuition assistance, book stipends, and a monthly housing allowance. The Post 9/11 VEAA tuition assistance and book stipends, must be excluded as income in accordance with 24 CFR 5.609(c)(6).

The Post 9/11 VEAA housing allowance is not considered as a duplicate subsidy. However, the amount received for the housing allowance must be counted when determining the family's income and rent.

The portion of the financial assistance that exceeds the cost of tuition and other required fees and charges may be included in annual income. See Chapter 7 of this Plan, "Verification Procedures".

Income from Excess of Tuition Assistance

Income from this source will be included in the family's annual income after verifying the total amount the student is eligible to receive from tuition assistance; deducting required fees and charges by the institution covering a full academic year; and confirming excess income from this source exists.

Examples of fees and charges include, but are not limited to: tuition amount for instructional services which may be charged per term, per course, or per credit; lab and writing labs, books, supplies, and other fees specific to the student's major or program.

Expenses related to attending an institution of higher education must not be included as tuition. Examples of these expenses include, but are not limited to: room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces will be included with the exception of special pay for exposure to hostile fire.

Resident Service Stipend

A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period of time.

Amounts received under a resident service stipend (not to exceed \$200 per month) are excluded from annual income. If a resident service stipend exceeds \$200 per month, the entire amount must be included in annual income.

State or Local Employment Training Programs

Exclude incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs and training of a family member as resident management staff.

- A qualified training program is one that is part of a State or local employment-training program and has clearly defined goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized or funded by Federal, State, or local law or operated by a public agency.
- Only exclude the compensation related to the training; other sources of household income are still included.
- Exclude the income only for the period during which the family member is actually participating in a qualifying training program.

Earned Income Disallowance for Persons With Disabilities

This disallowance applies to participants in the HCVP.

A “qualified family” is a disabled family receiving rental assistance whose annual income increases due to one of the following reasons:

1. Employment of a family member who is a person with disabilities, AND was previously unemployed for one or more years prior to employment. (HUD’s definition of “previously unemployed” includes a person who has earned, in the

12 months prior to employment, not more than would have been earned at the established minimum wage working 10 hours per week for 50 weeks.)

2. Increased earning by a family member who is a person with disabilities, AND is a participant in any economic self-sufficiency or job-training program.
3. New employment or increased earning by a family member who is a person with disabilities, and within the past six months, has received assistance, benefits or services under any State program for temporary assistance (CalWORKS, Welfare-to-Work).
 - Not limited to cash assistance.
 - Includes one-time payments, wage subsidies, transportation assistance.
 - Total amount over a six-month period must be at least \$500.
 - Initial 12-month full exclusion begins the date the family member (with disabilities) is employed, or first experiences an increase in income due to employment. The full amount of increase is excluded, and the exclusion extends for a total of 12 cumulative months.
 - Second 12-month exclusion and phase-in begins when the family member has received 12 cumulative months of full exclusion. Fifty percent (50%) of any increase is excluded. The exclusion extends for a total of 12 cumulative months.
 - Lifetime maximum four year disallowance. The initial full exclusion is applied for a maximum of 12 cumulative months. The phase-in 50% exclusion is applied for a maximum of 12 cumulative months.

The family member may start and stop employment and the exclusion may start and stop during a 48-month period beginning on the date of the initial exclusion.

No exclusion may be given after the 48-month period, regardless of whether the family member has received the full exclusion for a total of 12 months *or* the phase-in exclusion for a total of 12 months.

No exclusion will be given to families who fail to report changes in their family circumstances within 15 days.

Reduction in Welfare Benefits

If the family's welfare benefits are reduced or lost due to the expiration of a lifetime benefit limit, the family's rent burden will be reduced according to the calculation methods stated in this Plan.

If a family experiences a benefit reduction due to fraud or a sanction for noncompliance with requirements to participate in an economic self-sufficiency program, as verified by the welfare agency, the family's welfare assistance is treated as follows during the term of the reduction:

- The amount of assistance the family is actually receiving is counted.
- The amount by which the family's assistance has been reduced is also counted. This is called imputed welfare income.

The CoPHD will conduct an investigation to determine any possible program violation(s). However, the CoPHD is not responsible for determining whether a reduction of welfare benefits was correctly determined by the Department of Public Social Services (DPSS).

If the family's income increases for any reason after the sanction is imposed, the amount of imputed welfare income is offset by the amount of additional income. (Whether the new income is earned or unearned, it takes the place of the imputed welfare income during the sanction period.)

The CoPHD may not include imputed income in an annual income if the family was not assisted at the time of the sanction.

Reduction in Social Security and Supplemental Security Income Payments

The CoPHD will use the full amount before any deductions, such as a deduction for medical insurance (including Medicare Part B) or a garnishment for failure to pay any amount owed for :

- child support,
- alimony,
- taxes,
- student loans, or
- judgment creditor.

Income of Confined Family Members

If a family member is confined to a nursing home or hospital on a permanent basis, the CoPHD may decide that a family member who is permanently confined to a hospital or nursing facility is no longer a member of the assisted household, in which case it would remove the individual's name from the lease and not count his or her income. It is the family's responsibility to notify the CoPHD, in writing, when a family member will be away from the unit for 30 days or more.

Alimony and Child Support

The CoPHD must count alimony or child support amounts awarded as part of a divorce or separation agreement, unless the CoPHD verifies that the payments are not being made.

If the amount of child support or alimony received is less than the amount awarded by the court, the CoPHD must use the amount awarded by the court, unless the family can verify that they are not receiving the full amount.

Lump Sum Payments

When there is a delay in the start of periodic income, payment of the portion that has been delayed may be made in the form of a lump sum or perspective monthly amounts.

The lump sum or perspective amount must be included in annual income. (This rule does not apply to SSI or SS benefits.)

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses are excluded as income.

However, payment in lieu of earnings, such as unemployment, workers' compensation and severance pay are included. Any lump sum receipts that do not represent the delayed start of periodic payments, including lottery winnings that are received in a single lump sum, are excluded from annual income. They may, however, be counted as an asset, depending on when they are received and whether or not they are retained.

Lump sum payments caused by delays in processing periodic payments for unemployment or welfare assistance are included as income. However, any portion of the lump sum that is payment for a period prior to the family's participation in the HCVP would be counted as an asset instead of annual income. A lump sum payment resulting from delayed benefit or other income may be treated in either of two ways:

1. The CoPHD will calculate prospectively if the family reported the payment within 15 days.
2. The entire lump sum payment will be added to the annual income at the time of the interim re-examination.

Payments in Lieu of Earnings

This income category includes payments to individuals who are not working because they have lost their jobs or have been injured on the job. This category includes unemployment benefits, workers' compensation and severance pay.

Payments in lieu of earnings are included in annual income when they are received either in the form of periodic payments or as a lump sum that represents the delayed start of a periodic payment.

Payments in lieu of earnings are excluded from income if they are received as a one-time settlement payment (e.g., for a claim dispute or a permanent work-related injury).

Prospective Calculation Methodology

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

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

The CoPHD will determine the percentage of the year remaining until the next annual re-examination as of the date of the interim re-examination (three months would be 25% of the year).

1. At the next annual re-examination, the CoPHD will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.
2. The lump sum will be added in the same way for any interim re-examination which occurred prior to the next annual re-examination.

If amortizing the payment over one year will cause the family to pay more than 25% of the family's adjusted income (before the lump sum was added) for TTP, the CoPHD and family may enter into a Repayment Agreement, with the approval of the Housing Assistance Officer or designee, for the balance of the amount over the 25% percent calculation. The beginning date for this Repayment Agreement will start as soon as the one year is over.

Retroactive Calculation Methodology

1. The CoPHD will go back to the date the lump sum payment was considered, as long as that date is not prior to program participation.
2. The CoPHD will determine the amount of income for each examination period, including the lump sum, and recalculate the tenant rent for each examination period to determine the amount due the CoPHD.

At the CoPHD's option, the CoPHD may enter into a Repayment Agreement with the family or require that the entire amount be paid in full at this time.

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 when the attorney's efforts have recovered a lump-sum compensation for the wrongful reduction or denial of a periodic payment, and the recovery does not include an additional amount in full satisfaction of the attorney fees.

In these situations, the family does not actually recover the entire amount of the past due periodic payment because the family must pay the attorney fees.

This situation does not include those in which an amount is withheld from funds otherwise due the family to satisfy legitimate financial obligations unrelated to obtaining the income, such as:

- Withholding from wages to pay child support, alimony or a judgment creditor.
- Garnishment for failure to pay child support, alimony or a judgment creditor.
- The situation does not include those where the family incurs attorney fees unrelated to asserting a right to a source of income or where no income results from the attorney's actions. These are the financial responsibility of the family and are not deducted in determining annual income.

Determining Income from Net Family Assets

The CoPHD is required to include in the calculation of annual income any interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. Any withdrawal of cash or assets from an investment will be included in income, except to the extent that the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

Assets include:

- Amounts in savings and checking accounts.
- Cash on hand held by a family member or on behalf of the family by a 3rd party.

- Stocks, bonds, savings certificates, money market funds and other investment accounts.
- Equity in real property or other capital investments.
- The cash value of trusts that are available to the family.
- IRA, Keogh, and similar retirement savings accounts, deducting any penalties for withdrawal.
- Contributions to company retirement/pension funds.
- Assets, which although owned by more than one person, allow unrestricted access by the family.
- Lump-sum receipts such as inheritances, capital gains, lottery winnings, cash from sale of assets, insurance settlements, Social Security and SSI lump-sum payments and other claims.
- Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- Cash value of life insurance policies.
- Assets disposed of for less than fair market value during the two years preceding examination or re-examination.

Assets Disposed of for Less than Fair Market Value

Assets disposed of as a result of a divorce, separation, foreclosure, or bankruptcy is not considered assets disposed of for less than fair market value. Some of the types of assets that must be considered include cash, real property, stocks, bonds, and certificates of deposit. They must be counted if the household gave them away or sold them for less than the market value.

The CoPHD's minimum threshold for counting assets disposed of for less than fair market value is \$100. If the total value of assets disposed of within a one-year period is less than \$250 they will not be considered an asset.

Contributions to Retirement Funds

While an individual is employed, count as an asset only amounts the family could withdraw from a company retirement or pension fund without retiring or terminating employment.

After retirement or termination of employment, count as an asset any amount the employee elects to receive as a lump sum from the company retirement/pension fund. Any balance that remains in the account and may be withdrawn by the family member at any time is counted as an asset.

Equity in Real Property

Real property includes land or real estate owned by the family. Equity is the portion of the market value of the asset which is owned by the family (the amount which would be available to the household if the property were to be sold). It is equal to the market value less any mortgage or loans secured against the property (which must be paid off upon sale of the property).

Adjusted Income

A family's adjusted income is the family's annual income minus any deductions mandated by HUD regulations for which the family qualifies. These deductions are called allowances.

Dependent Allowance

The family receives an allowance of \$480 for each family member who is under 18 years of age, a person with disabilities, or a full-time student.

A household head, spouse, foster child, or live-in aide may *never* be counted as a dependent.

A full-time student is one carrying a full-time subject load (as defined by the institution) at an institution with a degree or certificate program.

A single pregnant woman will not be entitled to the benefit of the \$480.00 dependent allowance until after the birth of the child.

Elderly or Disabled Family Allowance

An elderly or disabled family is any family in which the head or spouse (or the sole member) is at least 62 years of age *or* a person with disabilities.

Each elderly or disabled family receives a \$400 household allowance. Because this is a "household allowance," each household receives only one allowance even if both the head and the spouse are elderly.

Child Care Allowance

Reasonable child care expenses for the care of children, including foster children, age 12 and younger may be deducted from annual income if all of the following are true:

1. The care is necessary to enable a family member to be gainfully employed, actively seek work, or further his/her education (academic or vocational);
2. The expense is not reimbursed by an agency or individual outside the household; and
3. The expenses incurred to enable a family member to work do not exceed the amount earned.

The allowable deductions for child care expenses are based on the following guidelines:

1. Child Care to Work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.
2. 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 one hour travel time to and from school).
3. Amount of Expense: The CoPHD will survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the CoPHD may calculate the allowance using the guideline survey from the community.

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

See Chapter 7 of this Plan, “Verification Procedures” to determine reasonable child care cost.

Disability Assistance Expense Allowance

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

This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds three percent of gross annual family income. However, the allowance may not exceed the earned income received by the family member who is 18 years of age or older who is able to work because of such attendant care or auxiliary apparatus.

Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work.

Medical Expense Allowance

Medical expenses which exceed three percent of a family's annual income, including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance.

The medical expense deduction is only permitted for households in which the head or spouse, or sole member is at least 62 or disabled (elderly or disabled households).

If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted (e.g., the orthodontist expenses for a child's braces may be deducted if the household is an elderly or disabled household).

Medical expenses may include:

- Services of doctors and health care professionals.
- Services of health care facilities.
- Medical insurance premiums.
- Prescription/non-prescription medicines (prescribed by a physician).
- Transportation to treatment (cab fare, bus fare, mileage).
- Dental expenses, eyeglasses, hearing aids, batteries.
- Live-in or periodic medical assistance.

Allowance for monthly payments on accumulated medical bills (regular monthly payments on a bill that was previously incurred), may only include the amount expected to be paid in the coming 12 months. However, the medical expense can be determined based on an established historical pattern.

(See Publication IRS 502 for covered expenses.)

Minimum Rent and Minimum Family Contribution

Minimum family contribution in the HCVP is \$50.

Exemptions to Minimum Rents:

The CoPHD must grant an exemption from payment of minimum rent if the family is unable to pay minimum rent because of financial hardship. Financial hardship includes:

1. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits, but for Title IV of Personal Responsibility and Work Opportunity Act of 1996.
2. The family would be evicted because it is unable to pay the minimum rent.
3. The income of the family has decreased due to changed circumstances, including:
 - Loss of employment.
 - Death in the family.
 - Other circumstances determined by the CoPHD or by HUD.

The financial hardship exemption only applies to the payment of minimum rent and not to other elements used to calculate the TTP.

When a family requests a minimum rent hardship exemption, application of the minimum rent will be suspended beginning the month following the family's hardship request.

During the minimum rent suspension period, the housing assistance payment will be increased accordingly.

The CoPHD must promptly determine whether a qualifying hardship exists, and if so, whether such hardship is temporary or long term.

1. No qualifying financial hardship:

If the CoPHD determines there is no hardship covered by the statute, a minimum rent is imposed retroactively to the time of suspension.

The family must pay any back rent on terms and conditions established by the responsible entity.

2. Temporary qualifying financial hardship:

If the CoPHD determines a qualifying financial hardship is temporary, a minimum rent exemption may not exceed a period of 90 days beginning the month following the date of the family's request for a hardship exemption.

The family must be offered a reasonable repayment agreement for any amount of back rent owed by the family.

3. Long term qualifying financial hardship:

If the CoPHD determines a qualifying financial hardship is long term, the CoPHD must exempt the family from the minimum rent requirements so long as such hardship continues.

Such exception shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

B. AVERAGING INCOME

When annual income cannot be anticipated for a full 12 months, the CoPHD may:

1. Average known sources of income that vary to compute an annual income; or
2. Annualize current income and conduct an interim re-examination if income changes.

If there are bonuses, commission, tips and/or overtime that the employer cannot anticipate for the next 12 months, income from the previous year may be analyzed and used to determine the amount to anticipate when third party or check-stub verification is not available. If by averaging an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month. The method used depends on the regularity, source and type of income.

C. ZERO INCOME

The CoPHD will conduct a review every 180 days for families who report zero income. Family will be required to complete the Personal Declaration for Rental Assistance Benefits and Family Expenses forms. Additionally, a notarized Affidavit or a self certification declaring income status will be required. This requirement excludes families who have verifiable assets to cover monthly household expenses for the next 12 months. See Chapter 7 of this Plan, "Verification Procedures".

All families are encouraged to apply for benefits and will be referred to supportive service providers. The CoPHD will send out third-party verifications to support the family claim.

D. PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES [24 CFR 5.520]

Applicability

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

“Mixed” families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. See Chapter 12 of this Plan, “Re-examinations”. “Mixed” applicant families are entitled to prorated assistance. Families that become “mixed” after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

For families that include both members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligible status), the amount of assistance is prorated based on the percentage of household members who are citizens or documented eligible immigrants. To calculate prorated assistance, the CoPHD must follow these steps:

1. Determine gross rent (rent to owner plus utilities) for the unit.
2. Determine the housing assistance payment amount, taking into consideration the income of all household members.
3. Determine the proration factor by dividing the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household.
4. Multiply the housing assistance payment amount calculated in Step 2 by the proration factor calculated in Step 3 to determine the family’s eligible subsidy portion or prorated housing assistance payment.
5. Subtract the prorated housing assistance payment (Step 4) from the gross rent (Step 1).

E. TENANT RENT

If the gross rent for the unit is at or below the payment standard, the family pays the highest of:

- 30% of monthly adjusted income
- 10% of monthly gross income
- minimum rent

If the gross rent for the unit is above the payment standard, the family pays the highest of:

- 30% of monthly adjusted income
- 10% of monthly gross income
- plus any amount over the payment standard
- minimum rent

F. RENT BURDEN [24 CFR 982.508]

When a family is approved for initial occupancy of a dwelling unit, the rent burden for that family cannot exceed 40% of the family's monthly adjusted income. This restriction also applies to families who move with continued assistance.

G. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS [24 CFR 982.153, 982.514, 982.517]

The utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from TTP to establish the family's rent to the owner. The allowances are based on actual rates and average consumption studies, not on a family's actual consumption. The CoPHD will review the utility allowance schedule on an annual basis and revise it if needed.

The approved utility allowance schedule is given to families at admission and moves. The utility allowance is based on the actual unit size selected.

Where the utility allowance exceeds the family's TTP, the CoPHD will provide a Utility Reimbursement Payment for the family each month.

H. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT [24 CFR 982.551]

The CoPHD must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the CoPHD must count the income of the spouse or the head of household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition, in writing, within 15 days of the change by completing an Update of Family Circumstances form and submit supporting information regarding the change. The CoPHD will evaluate absences from the unit using this policy.

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 CoPHD will terminate assistance in accordance with appropriate termination procedures. See Chapter 15 of this Plan.

Families are required to both notify the CoPHD before they move out of a unit and to give the CoPHD information about any family absence from the unit. Families must notify the CoPHD if they are going to be absent from the unit for more than 30 consecutive days.

If the entire family is absent from the assisted unit for more than 90 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

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

1. Write letters to the family at the unit.
2. Telephone the family at the unit.
3. Interview neighbors and owners.
4. Verify if utilities are in service.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD allowed limit of 180 consecutive calendar days. The rental assistance will terminate if the absence exceeds 180 consecutive calendar days.

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

Absence Due to Vacation

Families who are planning to be away on vacation for 60 consecutive days must submit a written statement to the CoPHD stating the date they plan to leave, return date, and method of transportation. If the request is approved, the CoPHD will continue to make a housing assistance payment for the family for the 60 days period. However, housing

assistance payment will not be paid if the family is away for longer than 60 days, in which case the family will be responsible for paying the full contract rent to the owner. Housing assistance payments may resume upon return of the family.

Absence of Any Member

Any member of the household will be considered permanently absent if the family member is away from the unit for three (3) consecutive months or 180 days in a 12-month period, except as otherwise defined 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 CoPHD 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 permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

Absence Due to Incarceration

Any member of the household will be considered permanently absent if the family member is incarcerated for 30 consecutive days or 90 days in a 12 month period. If the CoPHD determines the reason for incarceration is for drug-related or violent criminal activity, termination of assistance may ensue.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the CoPHD 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 90 days from the date of removal of the child/children, the HCV size will be reduced and the family will be issued a new HCV.

Absence of Adult

If neither parent or guardian remains in the household and the appropriate agency has yet to determine that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the CoPHD will treat that adult as a visitor for the first 30 days.

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

If the appropriate agency cannot confirm the guardianship status of the caretaker, the CoPHD will review the status at 90-day intervals.

If the court has not awarded custody or legal guardianship, but the action is in process, the CoPHD will secure verification from the appropriate social service agency or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

The CoPHD will transfer the HCV to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 180 consecutive days and it is reasonable to expect that custody will be granted.

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

If a member of the household is subject to a court order/incarceration that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the CoPHD, in writing, within 15 days.

The family will be required to notify the CoPHD, in writing, within 15 days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent. The family member will be determined permanently absent if verification is provided. Refer to Chapter 7 of this Plan for required verifications.

Time extensions will be granted as an accommodation upon request by persons with a disability.

If an adult family member goes into the military and leaves the household, they will be considered permanently absent.

Students who attend school away from the home are considered permanently absent.

Visitors

Any person not included as part of the household who has been in the unit more than 15 consecutive days, or a total of 60 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of another address as the visitor's principal place of residence will be considered verification that the visitor is a family member. Statements from neighbors and/or the owner will be considered in making the determination.

Use of the unit address as the visitor's or non-visitor's current residence address for any purpose is prohibited. The family must not allow anyone who is not part of the approved family composition to use the assisted unit address for mailing purposes.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family, and the CoPHD may terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family, but who now live away from home during the school year are not considered members of the household, but they may visit for up to 90 days per year without being considered a member of the household. However, the family must notify the CoPHD, in writing, the name of the visitor and length of the stay prior to the visit.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

The family must obtain prior written approval from the owner and CoPHD to add any additional family members.

If the family does not obtain prior written approval from the CoPHD, any person the family has permitted to move in will be considered an unauthorized household member.

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

Reporting Absences to the CoPHD

Reporting changes in household composition is both a HUD and a CoPHD requirement.

If a family member leaves the household, the family must report this change to the CoPHD, in writing, within 15 days of the change and certify as to whether the member is temporarily absent or permanently absent. The CoPHD will conduct an interim re-examination for changes which affect the TTP, housing assistance payment and HCV bedroom size in accordance with the interim policy.

CHAPTER 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION [24 CFR 982.305 (a)]

After families are issued a Housing Choice Voucher (HCV), they may search for a unit anywhere within the jurisdiction of the CoPHD or outside of the CoPHD's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, and with an owner who is willing to enter into a Housing Assistance Payments (HAP) Contract with the CoPHD. This Chapter defines the types of eligible housing, the CoPHD's policies which pertain to initial inspections, lease requirements, owner disapproval and the processing of a Request For Tenancy Approval (RFTA).

A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.305 (b), 982.313]

The RFTA, Inspection Checklist, a copy of the proposed lease, including the HUD prescribed Tenancy Addendum, Lead-Based Paint Disclosure Information form and the Renting to Relatives Disclosure Notice must be submitted by the family during the term of the HCV.

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

The CoPHD will review the documents to determine whether or not they are acceptable.

The RFTA will be accepted if:

1. The unit is an eligible type of housing.
2. The unit meets HUD's Housing Quality Standards (HQS), local housing codes and any additional criteria identified in this Administrative Plan.
3. The rent to owner is reasonable.
4. The family initially receives tenant-based assistance for occupancy of a dwelling unit, and the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed 40% of the family's monthly adjusted income.
5. The security deposit amount is not in excess of private market practice or in excess of amounts charged by the owner to unassisted tenants.
6. The proposed lease complies with HUD and CoPHD requirements and State and local law.

7. The owner is approvable and there are no conflicts of interest.
8. The owner has provided all requested ownership documents within the required deadline.

Families who plan to lease the unit they currently reside in and have household members who are not part of the CoPHD approved household composition will be required to submit documents supporting their place of residence. The family will be required to submit documents to the CoPHD as proof of new residence within 15 days of submitting a RFTA packet. The CoPHD will not conduct an inspection, approve a lease or execute a HAP contract until it is verified the household consist of the approved family members only.

Disapproval of RFTA

If the CoPHD determines that the RFTA cannot be approved for any reason, the owner and the family will be notified in writing.

If an RFTA is not approved, the CoPHD will furnish another RFTA packet to the family providing there is remaining time on the Housing Choice Voucher.

The RFTA will be disapproved if:

1. The owner and tenant fail to disclose they are related.
2. The unit is currently occupied by the owner.
3. The unit is currently occupied by someone other than the voucher holder
4. The rent is unaffordable.
5. The owner has not submitted the required property ownership information to the CoPHD.
6. The property is in foreclosure.
7. The owner failed to correct deficiencies within the given deadline.
8. The family did not move into the unit within 30 days from the date of the passed initial inspection.
9. The family fails to submit proof of residency for the non CoPHD approved household members within 15 days after submitting a RFTA packet.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.352]

The CoPHD will approve any of the following types of housing in the HCV Programs:

1. Structure Types:
 - a. Single Family Detached;
 - b. Row House or Townhouse;
 - c. Duplex or Two-Family Dwelling; and
 - d. Multi-Family (low rise 2-4, high rise 5 or more).

2. Independent Group Residences.
3. Congregate Facilities (only the shelter rent is assisted).
4. Single Room Occupancy.
5. CoPHD Owned Units (HUD-prescribed requirements).

The CoPHD may not permit a HCV holder to lease a unit that is receiving project-based assistance or any duplicative rental subsidies.

The CoPHD will not approve:

1. A unit occupied by the owner or by any person with an interest in the unit.
2. Nursing homes or other institutions that provide care.
3. School dormitories and institutional housing.
4. Any other types of housing prohibited by HUD.

C. LEASE REVIEW [24 CFR 982.308]

The CoPHD will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. The family must also have legal capacity to enter a lease under State and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA.

The form of lease used must be consistent with the form used in the locality by the owner for other unassisted tenants. The lease must include the HUD Tenancy Addendum. The CoPHD may review the lease for compliance with State or local law.

The term of the lease shall not exceed one year. The CoPHD may approve lease terms shorter than one year, if:

- (1) The shorter lease term is the prevailing local practice; and
- (2) The CoPHD's approval of a shorter lease term will improve housing opportunities for families.

The CoPHD will encourage owners to use the program model lease provided by the CoPHD, which includes the HUD-mandated language. House rules of the owner may be attached to the lease as an addendum, provided they are approved by the CoPHD to ensure they do not violate any HUD fair housing provisions.

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.

The owner and the family cannot enter into any verbal or written agreement to use the attached garage or any external structure attached or detached to the dwelling unit, for living purposes. The owner and the family cannot violate any city ordinance by using such structure for living purposes.

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 CoPHD.

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 CoPHD is not liable 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 CoPHD. If agreements are entered into at a later date, they must be approved by the CoPHD and attached to the lease.

If the owner makes modifications to the unit, the costs should be recovered through the rent collected, not by having the family pay for the modifications. Exception will be considered if the modifications are such that they most likely would be removed if the family moved out or if the modifications are specifically to accommodate a family's disability.

D. INITIAL INSPECTIONS [24 CFR 982.305 (a) & (b), 982. 401]

See Chapter 10 of this Plan, "Housing Quality Standards and Inspections."

The family must take possession and have moved into the unit within 30 days of the passed initial inspection. The initial inspection will be voided if the family has not taken possession and moved into the unit within 30 days.

If the initial inspection has been voided, the CoPHD will conduct another initial inspection. See Chapter 10 of this Plan, "Housing Quality Standards and Inspections."

E. LEASE EXECUTION:

The owner is responsible for obtaining the tenant's signature on the executed lease. The owner must submit the executed lease to the CoPHD within 30 days of the lease effective date. The CoPHD may not honor the lease if the owner submits the lease 30 days after the effective date on the lease. If the executed lease is received by the CoPHD 30 days after the effective date of the lease, the lease will be voided. The effective date of the lease will be revised and the process starts over.

F. RENT LIMITATIONS [24 CFR 982.503]

The CoPHD has been authorized by HUD to approve rents which are higher than the published Fair Market Rents (FMR). These rents are termed "area exception rents." Approval of any area exception rent is based on the census tract the unit is located in and remains subject to rent reasonableness. Additionally, at the time a family initially receives rental assistance or any time a participant family moves to a new unit with continued assistance, the rent burden of the family may not exceed 40% of the family's monthly adjusted income.

Area exception rents will be utilized to:

1. Expand housing opportunities for families to move from poverty-impacted areas.
2. Make accessible units available to persons with disabilities.
3. Increase the housing choices available to low-income families.

For the HCVP, the CoPHD will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease in the private unassisted market and the rent charged by the owner for a comparable assisted or unassisted unit in the building or premises. See Chapter 11 of this Plan, "Owner Rents, Rent Reasonableness, and Payment Standards."

G. INFORMATION TO OWNERS [24 CFR 982.307 (b), 982.54 (d)(7)]

The CoPHD will provide prospective owners with the address of the family, and the names, addresses and telephone numbers of the family's current and previous landlord, if known, provided that such request is received in writing.

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

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

The CoPHD's policy on the Disclosure of Information to Owners is included in the briefing packet and will apply uniformly to all families and owners.

H. CoPHD DISAPPROVAL OF OWNER [24 CFR 982.306]

For purposes of this section, "owner" includes a principal or other interested party.

The CoPHD may disapprove the owner for the following reasons:

1. HUD or other agencies directly related informed the CoPHD that the owner has been disbarred, suspended or subject to a limited denial of participation under 24 CFR part 24.
2. HUD has informed the CoPHD that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
3. HUD has informed the CoPHD that a court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal equal opportunity requirements.
4. The owner has violated obligations under a HAP Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
5. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
6. The owner has engaged in drug-related criminal activity or any violent criminal activity.
7. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based rental assistance or leased under any other Federal housing program.
8. The owner has a history or practice of renting units that fail to meet State or local housing codes.
9. The owner has not paid State or local real estate taxes, fines or

assessments.

10. The owner has a history of refusing to evict families who disturb the peaceful enjoyment of the property, engage in drug-related criminal activity, or threaten the health or safety of other residents, managers, CoPHD employees or the owner.
11. The CoPHD will not approve if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, or related by marriage, unless the CoPHD determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
12. The owner has engaged in or threatened abusive or violent behavior towards CoPHD personnel.

I. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP CONTRACT EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP Contract, the information will be verified and the TTP will be recalculated. If verifications are more than 60 days old prior to the effective date of the HAP Contract, new verifications must be obtained by the CoPHD.

If the TTP equals or exceeds the gross rent, or if the family income is now found to exceed the income limits of the program, the CoPHD will not enter into a HAP Contract and the RFTA will be rescinded.

J. HAP CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

The CoPHD prepares the HAP Contract for execution. The family and the owner will execute the lease agreement, and the owner and the CoPHD will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

The CoPHD schedules group briefings and/or individual meetings for new owners and any other owners who wish to attend.

The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed. However, CoPHD will not penalize the owner and the family due to administrative errors.

The following CoPHD representative(s), upon approval of the Chief Executive Officer, are authorized to execute a contract on behalf of the CoPHD:

1. Housing Assistance Officer
2. Housing Specialist
3. Housing Director
4. Senior Project Manager
5. Project Planner

Owners must provide the current address of their residence (not a Post Office Box). If families lease properties owned by relatives, the owner's current address will be compared to the assisted unit's address.

Owners must provide a Taxpayer Identification number or Social Security number. Owners must also submit proof of ownership of the property by providing copies of a recorded property Grant Deed and current Property Tax Bill, as well as a copy of the Property Management Agreement if a management agent manages the property. The owner must provide a business or home telephone number as well.

The following property ownership information will be requested of each owner prior to the approval of the RFTA and execution of the HAP Contract:

Request for Tenancy Approval (RFTA)
Renting to Relatives Disclosure Notice
CoPHD Joint Inspection Checklist
Proposed Lease Agreement
Disclosure of Information on Lead-Base Paint
Statement of Property Ownership:
 Part A - Declaration of Property Ownership
 Part B - Housing Assistance Payment Information
 Part C - Notarized Agent Authorization
 Part D - Section 8 Landlord Certification
Request for Taxpayer Identification Number and Certification (W-9) Form

Recorded Property Grant Deed
Current Property Tax Bill
Certificate of Inspection and Code Compliance
Property Management Agreement, if applicable
Partnership Agreement & Resolution for Signatory, if applicable
Corporate Bylaws & Resolution for Signatory, if applicable
Operating Agreement for Limited Liability Company (L.L.C.), if applicable
Executed Lease (Model Lease or Property Owner's Lease with executed HUD Lease Addendum Basic Version Rental Voucher)

The CoPHD will also verify property ownership by utilizing property detail reports from RealQuest.com. Reports can only be used to confirm property ownership if system has been updated with current property transfers and foreclosure activity. Updates to RealQuest.com occur approximately once a month.

In order for owners/payees to receive Housing Assistance Payment, they must enroll on line at the paymode web site address www.bankofamerica.com/paymode/cityofpasadenaca for electronic payment.

K. CHANGE IN PROPERTY OWNERSHIP

A change in property ownership requires execution of an Assumption of Obligations and Benefits Contract. The CoPHD will provide the owner with copies of the existing HAP Contract, lease agreement, and current notice of Annual Recertification/Rent Changes.

The CoPHD will process a change of property ownership upon receipt of the requested documents listed below:

- Recorded Property Grant Deed
- Closing Escrow Documents
- Statement of Property Ownership (Parts A-D)
- Request for Taxpayer Identification Number and Certification (W-9) Form
- Property Management Agreement, if applicable
- Partnership Agreement & Resolution for Signatory, if applicable
- Operating Agreement for Limited Liability Company (L.L.C.), if applicable
- Corporate Bylaws & Resolution for Signatory, if applicable

CHAPTER 10

HOUSING QUALITY STANDARDS AND INSPECTIONS [CFR 982.401, 982.404, 982.405]

INTRODUCTION

Housing Quality Standards (HQS) are HUD's minimum quality standards for all rental assistance programs. HQS compliance is required both at initial occupancy and during the term of the lease. HQS applies to the building and premises, as well as the unit.

Minimum HQS may be enhanced by the CoPHD, provided that by doing so the CoPHD does not overly restrict the number of units available for lease under rental assistance programs. The use of the term "HQS" in this Plan refers to the combination of both HUD and CoPHD requirements. This Chapter describes the CoPHD's procedures for performing HQS and other types of inspections and 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.

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401, 982.405]

All units must meet:

Basic Housing Quality Standards (HQS)

UNIT MUST BE DECENT, SAFE AND SANITARY. THIS MEANS THE FOLLOWING:

1. Adequate space and security are required. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Exterior doors and windows must have working locks. The assisted unit cannot have any double keyed locks on any doors or windows in the unit. Each sleeping room must include a closet (portable closets may be substituted) with closet door(s) or curtains and the room must be at least 90 square feet to qualify as a bedroom.
2. Sanitary requirements specify a private indoor toilet, hot and cold running water for the bathtub or shower and the fixed basin. Either a window that opens or other adequate exhaust ventilation is required for the bathroom.
3. Kitchens must have a sink with hot and cold running water, adequate space for food storage, preparation and serving, and disposal facilities for garbage. The stove and refrigerator must be fully operational and may be provided by owner or family.

4. The dwelling unit must not contain un-vented room heaters that burn gas, oil or kerosene. The CoPHD does not allow the use of electric heaters.
5. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets. There must be at least one window in the living room and each sleeping room.
6. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
7. The unit must be structurally sound with no severe defects. The entrance to the unit must not present a danger of tripping, and elevators must be in safe operating condition.
8. The interior must be free of all dangerous pollutants, such as carbon monoxide, sewer gas, fuel gas and dust.
9. There must be an approved safe water supply.
10. The owner must inform the family if the building was constructed prior to 1978. This will alert the family to the possibility of exposure to the hazards of lead-based paint poisoning.
11. Access to the unit must not be through any other private properties. In addition, the building must provide an alternate means of exit in case of fire. This includes provision of security bars with release mechanisms when installed in bedrooms without an exterior door.
12. The site and neighborhood must not be subject to serious adverse environmental conditions (i.e., flood, fire, disturbing noise, vermin or rodent infestation, sewage hazards and excess accumulation of trash).
13. The unit must be free of vermin, insects, and rodent infestation. Screens for windows must be provided to prevent entry of insects.
14. An operable working smoke detector must be installed in each bedroom/sleeping room/basement.
15. The hot water heater must have a pressure relief valve with a drainpipe pointing downward and ending about six inches above the floor. Hot water heater must be securely strapped. It must also be located, equipped and installed in a safe manner.

16. Carbon monoxide detectors must be installed in all units within 10 feet of each separate sleeping area effective January 1, 2013.
17. All three prong electrical outlets must be grounded.
18. Fire extinguishers are required for all structures that consist of five units or more in accordance with Section 901.4.3 of the International Fire Code Standards.

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

All utilities must be on in the rental unit at the initial inspection and remain in service during the term of the lease.

The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a family-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the family agrees, and if microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized families in the building or premises.

Inspectors will not enter a unit if the family reports bed bugs infestation. The CoPHD will notify the owner in writing to inspect and/or treat unit for bed bugs before the HQS inspection can be conducted.

There are five types of inspections the CoPHD will perform:

1. Initial/Move-In: Conducted upon receipt of an approved RFTA.
 - a. Ownership documents submitted and approved.
 - b. Contract rent pre-negotiated.
2. Annual: Conducted within 365 days of the last annual inspection date.
3. Special/Emergency: May be conducted upon request from the owner, family, an agency or third party, or CoPHD. CoPHD may periodically require special inspections to ensure family's compliance with the HCVP Family Obligations. Emergency inspections that may endanger the health and safety of the family will take precedence over all other inspections.
4. Move-Out/Vacate: May be conducted upon owner or family's request no more than 5 days after the family has vacated the property.

5. Quality Control: Conducted for at least five percent of all units which have been inspected during the CoPHD's previous fiscal year.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401]

The CoPHD adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet and local codes.

C. INSPECTIONS

Each unit must be inspected annually during the assisted tenancy to determine if the unit meets HQS. The inspection must be conducted within 365 days of the last annual inspection. The family must allow the CoPHD to inspect the unit at reasonable times and after reasonable notice [24 CFR 982.551 (d)].

The CoPHD will notify the family in writing at least 5 days prior to the inspection. However, Special Inspections/Program Compliance Inspections conducted by CoPHD do not require any type of notification. It is up to the family to allow the special inspection; prior notification will not be given, due to the nature of the inspection.

Generally, all inspections will be conducted by the CoPHD in the following manner:

Monday through Friday, between the hours of 7:30 a.m. to 5:00 p.m.

The family will be mailed a notice of the scheduled date of the inspection with a copy to the owner. If the family fails to honor the scheduled inspection appointment, a final inspection appointment notice will be mailed to the family and the owner. If the family fails to honor the final inspection appointment, a termination of HAP letter will be mailed to the owner and a copy to the tenant. Failure to keep scheduled appointments is a violation of the Obligations of the Family and grounds for termination of rental assistance. See Chapter 15 of this Plan, "Denial or Termination of Assistance".

The family will be required to contact the CoPHD prior to the inspection, if they are unable to keep the scheduled inspection appointment due to medical reasons and unforeseen circumstances (i.e., death in the family, etc.).

If the head of household cannot be present for the scheduled inspection, family must make arrangements to have an adult (18 years of age or older) present to allow the inspection to be conducted.

HQS deficiencies which cause a unit to fail must be corrected by the owner, unless it is a deficiency for which the family is responsible. The family is only responsible for breaches of HQS that are caused by:

1. Non-payment of utilities paid by the family.
2. Not providing or failing to maintain appliances not provided by the owner.
3. Damages to the unit or premises caused by the family or guest beyond normal wear and tear.

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs, the Housing Specialist may approve an extension beyond 30 days.

D. EMERGENCY REPAIR ITEMS [24 CFR 982.401 (a)]

The following items are considered of an emergency nature and must be corrected by the owner or family (whoever is responsible) within 24 hours of notice by the CoPHD:

1. Lack of security for the unit.
2. Waterlogged ceiling in imminent danger of falling.
3. Major plumbing leaks or flooding.
4. Natural gas leak or fumes.
5. Electrical problem which could result in shock or fire.
6. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.
7. Utilities not in service.
8. No running hot water.
9. Broken glass where someone could be injured.
10. Obstacles which prevent or block the entrance or exit of the unit.
11. Lack of functioning toilet.

12. Sewer backups.

The CoPHD may give a short extension, not more than 48 hours, whenever the responsible party cannot be notified or it is impossible to affect the repair within the initial 24-hour period.

In 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 affect the repair, the proper authorities will be notified by the CoPHD.

If the emergency repair items are not corrected in the time period required by the CoPHD and the owner is responsible, the housing assistance payment will be abated and the HAP Contract will be terminated.

If the emergency repair items are not corrected in the time period required by the CoPHD and are a HQS breach which is a family obligation, the CoPHD will stop housing assistance payments to the owner and propose termination of the rental assistance to the family.

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

When it has been determined that a unit on the program fails to meet HQS, and the owner is responsible for completing the necessary repairs in the time period specified by the CoPHD and the repairs are not corrected, the housing assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner and family. The abatement will be effective the day after a failed re-inspection. The length of the abatement is 30 days.

The CoPHD will inspect abated units within 24 hours, or the next working day, after the owner's or family's notification that the repairs have been completed. The re-inspection must take place within the 30-day abatement period.

If the owner makes repairs during the abatement period, housing assistance payments will resume on the day the unit passes inspection.

When the CoPHD has been informed that the repairs have been completed, the CoPHD will notify the family or the owner of the re-inspection date.

No retroactive payments will be made to the owner for the period of time the housing assistance payment was abated and the unit did not comply with HQS.

Extensions In Lieu of Abatement

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

1. The failed items are minor in nature.
2. There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
3. The owner makes a good faith effort to make the repairs.
4. The repairs are extensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
5. The repairs are delayed due to climate conditions.

The CoPHD may extend the time period up to an additional 30 days. However, if the repairs are not completed or substantially completed at the end of that time period, the housing assistance payment will be placed in abatement and/or terminated.

Termination of HAP Contract

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the HAP Contract will terminate 30 days from the abatement date. If repairs are completed before the effective termination date, the termination may be rescinded by the CoPHD if the family remains in the unit.

If the repairs are completed within 15 days after the termination date, the CoPHD will conduct one final HQS inspection. Housing assistance payments to the owner will resume effective the date the unit passed inspection. However, if the repairs are not completed within the 15-day period, the owner and family will be required to enter into a new lease and HAP Contract.

F. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404]

Certain deficiencies are considered the responsibility of the family:

1. Family-paid utilities not in service.
2. Failure to provide or maintain family-supplied appliances.
3. Damages to the unit or premises caused by the family member or guest beyond normal wear and tear which resulted in a breach of HQS.

4. Poor housekeeping and/or excessive clutter.

The owner is responsible for all other HQS violations.

Extermination services shall be provided by the owner as conditions may require. However, if such infestation is serious and repeated due to the family's living habits, it may be considered a lease violation and the owner may evict for serious or repeated violations of the lease. The CoPHD may terminate the family's assistance on that basis.

The owner is responsible for informing the CoPHD, in writing, of any family-related deficiencies, and the CoPHD will hold the family responsible for the correction of these deficiencies. The owner must notify CoPHD and the family in writing which party is obligated to correct the deficiencies prior to the re-inspection date. If written notification is not given, all deficiencies are the owner's responsibility.

G. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If non-emergency violations of HQS are determined to be the responsibility of the family, the CoPHD will require the family make any repairs or corrections. If the repairs or corrections are not made by the re-inspection date, the CoPHD will terminate the HAP Contract and propose termination of assistance to the family. Extensions in these cases must be approved by the Housing Specialist. The owner's housing assistance payments will not be abated for items that are the family's responsibility.

H. INITIAL HQS INSPECTION

The initial HQS inspection will be conducted to:

1. Determine if the unit and property meet HQS defined by HUD and this Plan.
2. Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.
3. Document the information to be used for determination of rent reasonableness.

The CoPHD shall inspect the unit within ten working days of receiving the complete RFTA package. Please see Chapter 9 of this Plan, "Request for Tenancy Approval" and "HAP Contract Execution Process" for delays, disapprovals or cancellations of RFTA.

If the unit fails the initial HQS inspection, the owner will be mailed a re-inspection appointment letter. The owner and family are advised to contact the CoPHD if repairs are done prior to the scheduled re-inspection date.

On an initial inspection, the owner will be given up to 10 days to correct the items noted as deficiencies. At the inspector's discretion, the time period may be extended based on the cost and complexity of work to be done, however, not to exceed thirty days from the initial inspection date.

The owner will be allowed two re-inspections for repairs to be completed. However, if the time period given by the inspector to correct the repairs has elapsed, or the maximum number of re-inspections failed, the RFTA will be rescinded. Photographs will not be accepted for initial inspections that fail to meet Housing Quality Standards.

I. ANNUAL HQS INSPECTION [24 CFR 982.405(a)]

Each unit must be inspected annually during the assisted tenancy to determine if the unit meets HQS. The inspection must be conducted within 365 days of the last annual inspection.

The family will be mailed a notice of the scheduled date of the inspection with a copy to the owner. If the family fails to honor the scheduled inspection appointment, a final inspection appointment notice will be mailed to the family and the owner. If the family fails to honor the final inspection appointment, a proposed termination of HAP letter will be mailed to the owner and a copy to the tenant. Failure to keep scheduled appointments is a violation of the Obligations of the Family and grounds for termination of rental assistance. See Chapter 15 of this Plan, "Denial or Termination of Assistance".

The family will be required to contact the CoPHD prior to the inspection, if they are unable to keep the scheduled inspection appointment due to medical emergencies and unforeseen circumstances (i.e., death in the family, etc.).

If the head of household cannot be present for the scheduled inspection, family must make arrangements to have an adult (18 years of age or older) present to allow the inspection to be conducted.

HQS deficiencies which cause the unit to fail must be corrected by the owner, unless it is a deficiency for which the family is responsible. If the family is responsible for breach of HQS, the CoPHD will inform the family in writing of their responsibility to correct the deficiencies.

The CoPHD will accept photographs from owners and families as proof that minor deficiencies have been corrected in lieu of a re-inspection. Acceptable photographs will be at the inspector's discretion.

Rent Increases

The housing assistance payment to the owner is subject to change after the initial term of the lease, upon a 60-calendar day written notice to the family and the CoPHD before commencement of any change in rent. The Annual Review and Renewal of HAP Contract rent notice shall state both the new rental amount and the date from which the revised rent is payable. Only one rental increase is allowed annually during the family's extended term at the time of annual inspection and re-examination. The rent increase will be approved if it meets rent reasonableness.

Contract rent increases to owner will not be approved if the unit is in a failed condition. The CoPHD will not approve contract rent increases to the owner if the CoPHD has insufficient program funding. Owners will be informed at the beginning of the families annual process that contract rent increases have been suspended for the next annual lease term until further notice.

J. SPECIAL INSPECTIONS

If the owner/family would like to request a special inspection, the owner/family must notify the property owner/family prior to CoPHD of the deficiencies and allow reasonable time for correction of the deficiencies. If the deficiencies are not correct, the CoPHD will conduct a special inspection and notify the owner/family in writing of the deficiencies. If the deficiencies are not corrected by the follow up inspection, the family's rental assistance and/or HAP contract may be submitted for termination.

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

The CoPHD will inspect only the items which were reported, however if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be notified of their obligation to correct the deficiencies.

K. QUALITY CONTROL INSPECTIONS

Quality control inspections will be performed by the Housing Assistance Officer and/or Housing Specialist on five percent of the units inspected within the last 90 days for each fiscal year. 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 the application of HQS.

L. BIENNIAL INSPECTIONS

The Appropriations Act allows the CoPHD to transition Annual HQS inspections to biennial HQS inspections to assist in reducing administrative and financial burdens due to budget reductions. The CoPHD may elect to transition units where an HQS

inspection has been completed within the 12 months preceding July 1, 2014. A unit is eligible to be inspected on a biennial schedule when the unit has passed the last two consecutive annual inspections. Units that failed the annual inspections and passed on the follow up inspections are not eligible for a biennial schedule.

CHAPTER 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The CoPHD may deny or terminate assistance for a family because of the family's action or failure to act. The CoPHD will provide families with a written description of the Family Obligations under the program, the grounds under which the CoPHD can deny or terminate assistance, and the CoPHD's informal hearing and review procedures. This Chapter describes when the CoPHD is required to deny or terminate assistance, and the CoPHD 's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP Contract.

A. FORMS OF DENIAL/TERMINATION [24 CFR 982.552]

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

1. Denying listing on the CoPHD waiting list.
2. Denying or withdrawing a HCV.
3. Refusing to enter into a HAP Contract or approve a lease.
4. Refusing to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:

5. Refusing to enter into a HAP Contract or approve a lease.
6. Terminating housing assistance payments under an outstanding HAP Contract.
7. Refusing to process or provide assistance under portability procedures.
8. Failure to disclose and/or provide documentation of the Social Security Number for family members.

Requirement to Deny Admission or Terminate Assistance
[24 CFR 982.552(b),(2), (3),(4)]

The CoPHD must deny assistance to applicants or terminate assistance for participant families for any of the following grounds:

1. For a family evicted from a housing assisted unit under the program for serious violation of the lease.
2. If any member of the family fails to sign and submit required HUD or CoPHD consent forms for obtaining information.
3. If no member of the family is a U.S. citizen or eligible immigrant.
4. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612.
5. If the family is under contract and 180 days have elapsed since the CoPHD 's last housing assistance payment was made.

Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)(1)]

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

1. The family violates any family obligation under the program as listed in 24 CFR 982.551.
2. Any member of the family has been evicted from Federally assisted housing in the last five years.
3. If the CoPHD has ever terminated assistance under the program for any member of the family for a minimum of 5 years and maximum lifetime ban for intentional program violators.
4. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program (see 24 CFR 982.553(a) (1)).

5. The family currently owes rent or other amounts to the CoPHD, or to another PHA, in connection with Section 8 or public housing assistance under the 1937 Act.
6. The family has not reimbursed any PHA for amounts paid to an owner under a HAP Contract for rent, damages to the unit, or other amounts owed by the family under the lease.
7. The family breaches an agreement with CoPHD or another PHA to pay amounts owed to a PHA or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by PHA. The PHA may prescribe the terms of the agreement.)
8. The family has engaged in or threatened abusive or violent behavior toward CoPHD personnel.

"Abusive or violent behavior towards CoPHD personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

"Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

9. If the family has been engaged in criminal activity or alcohol abuse as described in 24 CFR 982.553.

CoPHD Consideration of Circumstances in Determining Denial or Termination of Assistance for Family [24 CFR 982.552]

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

1. The CoPHD may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of

assistance on other family members who were not involved in the action or failure.

2. The CoPHD may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The CoPHD may permit the other members of a participant family to continue receiving assistance.
3. In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the CoPHD consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the CoPHD may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
4. If the family includes a person with disabilities, the CoPHD's decision concerning such action is subject to consideration of reasonable accommodation in accordance with Part 8 of Title 24.
5. Nondiscrimination limitation and protection for victims of domestic violence or stalking. The CoPHD 's admission and termination actions must be consistent with fair housing and equal opportunity provisions of Sec. 5.105 of this title, and with the requirements of 24 CFR Part 5, Subpart L, protection for victims of domestic violence, dating violence, and stalking.

**B. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OBLIGATIONS OF THE RENTAL ASSISTANCE PROGRAM PARTICIPANT
FAMILY [24 CFR 982.551]**

1. The family must supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). "Information" includes any requested certification, release or other documentation.

2. The family must supply any information requested by the PHA or HUD for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security numbers (as provided by part 5, subpart B, of 24 CFR), and must sign and submit consent forms for obtaining information in accordance with 24 CFR, Part 5, Subpart B.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for an HQS breach caused by the family as described in 24 CFR 982.404(b).
6. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease. Under 24 CFR 5.2005(c)(1), an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of domestic violence, dating violence, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.
8. The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. See 24 CFR 982.314(d).
9. The family must promptly give the PHA a copy of any owner eviction notice.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit.

12. The family must promptly notify the PHA if any family member no longer resides in the unit.
13. If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide, and defining when PHA consent may be given or denied.
14. 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.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.
18. The family must not own or have any interest in the assisted unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
20. The members of the family may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (see 24 CFR 982.553). Under 24 CFR 5.2005(c)(2), criminal activity directly related to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or immediate family member of the tenant is the victim.
21. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

22. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit, or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

CoPHD Adopted Obligations of the Rental Assistance Program Participant Family

The family must:

1. Provide and disclose true and complete information.
2. Keep scheduled appointments, and provide requested information by the given deadlines.
3. Report in writing all changes in household income, assets, medical expenses, student status, child care expenses, household composition (i.e. birth, adoption or court awarded custody of a child, marriage, or removal of household member) within 15 days of the date of the change by submitting a completed Update of Family Circumstances form. The family is responsible for submitting documents supporting the reported change within 30 days.
4. Complete and submit a Request for Reasonable Accommodation form for all reasonable accommodation requests (i.e. live-in aide).
5. Request and obtain in writing CoPHD and property owner approval to add any family member as an occupant to the unit prior to moving the additional family member into the assisted unit.
6. Submit written notification in advance when any family member will be away from the assisted unit for more than 30 days. The notification must include the reason(s) for the extended absence.
7. Disclose if the property owner is the parent, child, grandparent, grandchild, sister, brother, aunt, uncle, cousin, niece, nephew, related by marriage or adoption to any member of the household.
8. Allow the CoPHD to inspect the unit annually and as needed.
9. Pay the monthly tenant rent determined by the CoPHD timely in accordance with the terms of the lease.

10. Pay the utility bills and supply appliance(s) the owner is not required to supply under the lease agreement. Utility services must be in service at all times during the family's tenancy of the assisted unit.
11. Request prior approval from the CoPHD and property owner in writing if the family plans on engaging in any business activities in the assisted unit. The request must include the type of business the family plans to operate. If approval is denied, the family must not engage in any business activities in the assisted unit.
12. Cooperate in moving to another unit when the family has become too large or too small or the family cannot afford to remain in the assisted unit.
13. Provide the CoPHD with a 90-day written advance request for approval to move. Once the CoPHD has approved the family's request to move, the family must serve the owner a 60-day written notice of lease termination with a copy to the CoPHD. If the family fails to notify the owner and CoPHD at least 60 days before the family moves, the family may not be eligible for a new certificate or voucher.
14. Provide the CoPHD with a copy of any owner served notice within 10 days of the date the notice was received.
15. Repay money owed to the CoPHD. If a family owes an outstanding debt, the CoPHD may arrange a repayment agreement depending on the reason and the amount. The family must abide by the terms of the Repayment Agreement to remain eligible for rental assistance. The family cannot move from one unit to another unit until the debt is paid in full.
16. Obey all Federal, State, and local housing laws and ordinances.

The family must **NOT**:

1. Allow persons unauthorized by the CoPHD to use the assisted unit address for mailing purposes.
2. Allow a visitor to stay in the assisted unit for more than 15 consecutive days or a total of 60 days in a 12 month period.
3. Pay or give the owner any unauthorized side payments or pay more rent than the CoPHD has authorized. If an owner asks the family to pay extra

rent, the family must send a written notice to their CoPHD representative at once. This is an illegal activity and considered fraud under the HCVP.

4. Commit any serious or repeated violation of the lease such as non-payment of rent or violent criminal or drug related activity, etc.
5. Damage the unit or surrounding property or allow any guest or visitor to damage the rental property.
6. Rent from relatives. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, brother aunt, uncle, cousin, niece, nephew, related by marriage or adoption of any member of the family, unless the CoPHD has determined (and has notified the owner and the family such determination) that the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
7. Engage in any acts of violent behavior or threats of violent behavior against CoPHD personnel.
8. Violate the HCVP and/or CoPHD Family Obligations.

HQS Breach

The CoPHD and/or the owner will determine if an HQS breach, as identified in 24 CFR 982.404(b), is the responsibility of the family. Families may be given extensions to HQS breaches by Housing Specialist or Housing Assistance Officer. See Chapter 10 of this Plan, "Housing Quality Standards and Inspections".

Lease Violations

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

If the owner notifies the family of termination of lease for serious or repeated lease violations, family moves from the unit prior to the completion of court action, and the CoPHD determines that the cause is a serious or repeated violation of the lease based on available evidence.

Notification of Eviction

If the family requests assistance to move and they did not notify the CoPHD of an eviction within (5) five days of receiving the court judgment and lock out notice, their move with continued rental assistance may be denied.

Additions to Family Composition

Proposed additions to the household may be denied for the following:

1. Persons who have been evicted from public housing within the last 5 years.
2. Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations within the last 5 years.
3. Persons who for program violations have been part of a family whose assistance has been terminated under the Rental Certificate or HCVP within the last five years.
4. Persons who have engaged in drug-related criminal activity or violent criminal activity within the last five years.
5. Persons who have engaged in fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
6. Persons who owe rent or other amounts to the CoPHD or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. This includes persons who caused an overpayment of rental assistance due to being an unauthorized household member.
7. Persons who have not reimbursed the CoPHD or any other PHA for amounts paid to an owner under a HAP Contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. Persons who breached an agreement with the CoPHD or any other PHA to pay amounts owed to an owner by a PHA.
9. Persons who have engaged in or threatened abusive or violent behavior toward CoPHD personnel.
10. Persons who have been required to register as lifetime sex offenders.

11. Persons cannot be related to the property owner.
12. Failure to submit proper legal documents to support guardianship/custody of minor.
13. Owner disapproval.
14. The addition would result in the household being underhoused.

Family Member Moved Out of the Assisted Unit

Families are required to notify the CoPHD within 15 days if any family member leaves the assisted household by completing an Update of Family Circumstances form and submit supporting information regarding the change. The family must also provide the following information within 30 days:

1. The date the family member moved out.
2. The new address, if known, of the family member.
3. Documentation verifying new residence of the family member.

See Chapter 6 of this Plan “Factor Related to Total Tenant Payment Determination”, Chapter 7, “Verification Procedures”, and Chapter 12 “Reexaminations and

Verifications”, for verification procedures for permanent absent household member and processing of interim re-examination.

Limitation on Profit-Making Activity in Unit

The family must obtain prior written approval from the CoPHD and the owner if the family plans on engaging in legal profit making activities in and around the assisted unit. The request must include the type of business the family plans on engaging.

If approval is granted by the CoPHD, the family must disclose the income generated from the business by submitting a notarized business Affidavit anticipating the gross revenue and any business related expenses.

The CoPHD will not approve the family’s request if:

- The business results in the family's inability to use any of the living areas in the unit, such as a bedroom utilized for a business which is not available for sleeping.
- Type of business is illegal.
- Use of the unit as a business is not incidental to its use as a dwelling unit.

The family will be in violation of the Family Obligations if the business is conducted out of the assisted unit without prior approval from the CoPHD and property owner. Failure to report the additional income generated from the unauthorized business will result in an overpayment of rental assistance and proposed termination of rental assistance.

Interest in Unit [24 CFR 982.306]

The owner may not reside in the assisted unit regardless of whether they are a member of the assisted family, unless the family owns the mobile home and rents the space under the HCV Program.

The U.S. Department of Housing and Urban Development established a policy that applies to all new admissions, and active participants who are moving to a new unit after June 16, 1998. Effective June 17, 1998, the CoPHD may not approve a unit for lease if the legal owner (including a principal or other interested party) of the property is the parent, child, grandparent, grandchild, sister or brother of any member of the family, or related by marriage unless the PHA has determined (and has notified the owner and the family of such determination) that approving the leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

If the relationship was not initially disclosed to the CoPHD, the total amount of the HAP paid from the effective date of the HAP contract must be reimbursed to the CoPHD. The family and owner will be held responsible for the full overpayment to the CoPHD. Additionally, the family will be subject to proposed termination of their rental assistance. Reasonable accommodation cannot be requested after the initial contract has been executed.

Fraud

For CoPHD purposes, fraud is defined as a deception deliberately practiced in order to secure unfair or unlawful gain.

Immigration Status [24 CFR 982.552(b)(4)]

The family must submit required evidence of citizenship or eligible immigration status. See 24 CFR 5 for a statement of circumstances in which the CoPHD must deny admission or terminate program assistance because a family member does not establish citizenship or eligible immigration status and the applicable informal hearing procedures.

HUD-VASH Program Termination [Notice PIH 2011-53, 2010-12, 2011-50, 2010-23, 2008- 37 and Federal Register/Vol. 77, No. 57, 5.2007]

A HUD-VASH family can be terminated for program violations that occur after the family is admitted to the HUD-VASH program. Prior to any termination action, the CoPHD is strongly encouraged to contact the VA case manager to determine if there are extenuating circumstances that should be considered to avoid the termination.

When a veteran's family member is receiving protection as a victim of domestic violence, dating violence, or stalking, as provided in 24 CFR part 5, subpart L, and the veteran is the perpetrator of such violence, the victim must continue to be assisted. The perpetrator may be terminated from assistance for committing such acts. If a regular HCV is not available for the victim, the perpetrator must be terminated from assistance, and the victim will continue to utilize the HUD-VASH voucher. The HUD-VASH voucher must be issued to another eligible veteran family upon the voucher's turnover.

The CoPHD cannot refuse to readmit veterans that have been terminated from the HUD-VASH program in accordance with program requirements (any grounds under 24 CFR 982.552 and 982.553):

- due to serious lease violations,
- program fraud,
- engaging in criminal activity or
- drug/alcohol abuse, etc.

The VA case manager can re-refer a veteran that has been previously terminated from the HUD-VASH program for any reason other than being subject to a state lifetime sex offender registration requirement, the CoPHD may not deny HUD-VASH assistance to the referred veteran.

For additional information see Chapter 25 of this Plan, "Special Housing Choice Voucher Allocations."

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 on or off the premises, not just on or near the premises is a violation and grounds for termination.

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 any family member is engaging in the activity.

Criminals and Alcohol Abusers [24 CFR 982.553]

The CoPHD may prohibit admission of a household to the program or termination of rental assistance of a household if the CoPHD determines that any household member is currently engaged in, or has engaged in during a reasonable time before admission:

1. Drug-related criminal activity;
2. Violent criminal activity;
3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
4. Other criminal activity which may threaten the health safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the CoPHD (including a CoPHD employee or a CoPHD contractor, subcontractor or agent).

The CoPHD may prohibit admission to the program or termination of rental assistance if the CoPHD determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

The CoPHD must prohibit admission to the program of an applicant for five years from the date of eviction if a household member has been evicted from Federally assisted housing for drug-related criminal activity. However, the CoPHD may admit the household if the CoPHD determines:

1. the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program; or
2. the circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

Applicants will be denied assistance if they have been evicted from a unit due to violent criminal activity or convicted of a drug related crime within the last five years prior to the date of the certification interview.

Participants may be terminated who have been evicted from a unit, arrested and or convicted due to drug-related or violent criminal activity, and whose activities interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The CoPHD must immediately terminate assistance for a family under the program if the CoPHD determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production methamphetamine on the premises of federally assisted housing.

If the family violates the lease for drug-related or violent criminal activity, the CoPHD will terminate assistance.

The CoPHD will deny or terminate assistance if any member of the household or unauthorized member is subject to a lifetime registration requirement under a State sex offender registration program. The rental assistance will terminate effective the date the unauthorized member moved into the assisted unit. The owner will be given proper notification of termination of the HAP Contract and the family notified of the proposed termination of rental assistance in accordance with the procedures in this Chapter.

In appropriate cases, the CoPHD may permit the family to continue receiving assistance provided that family members determined to have engaged in the illegal activities will not reside in the unit. If the violating member is a minor, the CoPHD may consider individual circumstances.

Confidentiality of Criminal Records

The CoPHD will ensure that criminal records received are maintained confidentially, not misused or improperly disseminated.

Evidence of Criminal Activity

The CoPHD may terminate assistance for criminal activity by a household member as authorized in 24 CFR 982.553 if the CoPHD determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

Use of Criminal Record [24 CFR 982.553(d),(1),(2)]

If the CoPHD proposes to deny admission for criminal activity as shown by a criminal record, the CoPHD must provide the subject of the record and the applicant with a copy of the criminal record. The CoPHD must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with 24 CFR 982.554.

If the CoPHD proposes to terminate assistance for criminal activity as shown by a criminal record, the CoPHD must notify the family of the proposed action to be based on the information and must provide the subject of the record and the family with a copy of the criminal record. The CoPHD must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with 24 CFR 982.555.

Required Evidence [24 CFR 982.553(c)]

1. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.
2. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
3. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.
4. The CoPHD will pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Proposed Termination of Assistance [24 CFR 982.555(c),(2),(i),(ii),(iii)]

In any cases where the CoPHD decides to propose termination of assistance to the family, the CoPHD will give the family a written notice which contains:

1. A brief statement of reasons for the decision.
2. The effective date of the proposed termination; and
3. Informs the family that if they disagree with the CoPHD's decision, an informal hearing may be requested by the family by the given deadline. See Chapter 18 of this Plan, "Complaints and Appeals" for informal hearing procedures.

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

C. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514(b),(1),(i),(ii),(iii),(iv) and 5.516, 5.518]

Delay, Denial, Reduction or Termination of Assistance

Assistance to an applicant or participant family shall not be delayed, denied, reduced, or terminated on the basis of ineligible immigration status of a family member if:

1. The primary and secondary verification of any immigration documents that were timely submitted has not been completed.
2. The family member for whom required evidence has not been submitted has moved from the assisted dwelling unit.
3. The family member who is determined not to be in an eligible immigration status following U.S. Department of Homeland Security verification has moved from the assisted dwelling unit.
4. The U.S. Department of Homeland Security appeals process under 24 CFR 5.514(e) has not been concluded.
5. Assistance is prorated in accordance with 24 CFR 5.520.

6. Assistance for a mixed family is continued in accordance with 24 CFR 5.516 and 5.518; or
7. Deferral of termination of assistance is granted in accordance with 24 CFR 5.516 and 5.518.

Participant families in which all members are neither U.S. citizens nor eligible immigrant must have their assistance terminated. They must be given an opportunity for an informal review.

Methods of Verification and Time Allowed

Original, acceptable documents as specified by HUD must be submitted and photocopied by the CoPHD at the following times:

- For applicants, at eligibility determination;
- Whenever a family applies for admission to a HUD program, unless the family already has submitted evidence to the CoPHD.
- If the family is continuously assisted, documentation needs to be submitted only one time in the same program.

Extensions, in writing, for a specific period of time shall be granted if a family member:

- Submits required declaration certifying that any person for whom evidence has not been submitted is a noncitizen with eligible immigration status.
- Certifies that evidence needed is temporarily unavailable and additional time is needed; and
- Certifies that prompt and diligent efforts will be made to obtain evidence

If evidence is not provided within time specified, the CoPHD shall proceed to:

- Deny, prorate or terminate assistance.

Assistance for Mixed Families

A mixed family may continue to receive full program assistance if:

- The family was receiving assistance under a Section 214 covered program on June 19, 1995.
- The family's head of household or spouse has eligible immigration status as described in Sec 24 CFR 5.506 ; and
- The family does not include any person (who does not have eligible immigration status) other than the head of the household, any spouse of the head of the household, any parents of the head of the household, any parents of the spouse, or any children of the head of household or spouse.

False or Incomplete Information

An investigation will be conducted when the CoPHD has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant family. The family will be given an opportunity to present relevant information.

The CoPHD will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination [24 CFR 5.514,(2),(d),(1),(2),(3),(4),(5),(6)]

If the family (or any member) claimed eligible immigrant status and the U.S. Department of Homeland Security primary and secondary verifications failed to document the status, the family may make an appeal to the U.S. Department of Homeland Security and request a hearing with the CoPHD, either after the U.S. Department of Homeland Security appeal or in lieu of the U.S. Department of Homeland Security appeal.

After the CoPHD has made a determination of ineligibility, the family will be notified of the determination, the reasons, and informed of the option for prorated assistance, if applicable.

The notice of denial or termination of assistance shall advise the family.

1. That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
2. That the family may be eligible for proration of assistance as provided under 24 CFR 5.520.

3. In the case of a family, the criteria and procedures for obtaining relief under the provisions for preservation of families can be found in 24 CFR 5.514 and 5.518.
4. That the family has a right to request an appeal to the U.S. Department of Homeland Security of the results of secondary verification of immigration status, and to submit additional documentation or a written explanation in support of the appeal in accordance with the procedures in 24 CFR 5.514(e).
5. That the family has a right to request an informal hearing with the responsible entity either upon completion of the U.S. Department of Homeland Security appeal or in lieu of the INS appeal as provided in 24 CFR 5.514(f).
6. For applicants, the notice shall advise that assistance may not be delayed until the conclusion of the U.S. Department of Homeland Security appeal process, but assistance may be delayed during the pendency of the informal hearing process.

D. AUTOMATIC TERMINATION OF RENTAL ASSISTANCE CONTRACTS
[24 CFR 982.455]

The HAP Contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

The HAP Contract termination will be rescinded if during the 180 calendar days the housing assistance payment is resumed due to reported family changes in family circumstances or contract rent increase.

The family's participation in the HCVP will end at the end of 180 calendar days if the housing assistance payment remains at \$0 and the family opts to remain in occupancy of the unit.

The family may move with continued rental assistance if determined eligible; a housing assistance payment would be generated; and the family's written request to move is received by the CoPHD 60 days prior to the HAP Contract termination date. The family will be issued 60 day voucher term and no extension of the voucher will be granted.

E. OPTION NOT TO TERMINATE FOR MISREPRESENTATION
[24 CFR 982.551, 982.552(c),(vii)]

If the family has misrepresented any facts that caused the CoPHD to overpay rental assistance, the CoPHD, at its discretion, may offer a family the opportunity to enter into a repayment agreement or require the family to pay the debt in full. See Chapter 17 of this Plan, "Property Owner or Family Debts to the CoPHD."

F. MISREPRESENTATION IN COLLUSION WITH OWNER
[24 CFR 982.551, 982.552(c)]

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

G. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552(a)]

It is a family obligation to supply information, documentation, and certification as needed for the CoPHD to fulfill its responsibilities. The CoPHD schedules appointments and sets deadlines in order to obtain the required information. The Family Obligations also require that the family allow the CoPHD to conduct an inspection of the unit and appointments are made for this purpose.

An applicant or participant family who fails to keep the final appointment or to supply information required by a deadline may be sent a notice of denial and/or proposed termination of assistance for failure to provide required information, keep scheduled appointments, and/or failure to allow the CoPHD to inspect the unit.

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

1. Eligibility for Admissions.
2. Verification Procedures.
3. Housing Choice Voucher Issuance and Briefings.
4. Housing Quality Standards Inspections.
5. Annual and Interim Re-examinations.

6. Informal Reviews and Hearings.

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

1. Medical Emergency.
2. Family Emergency.

Procedure when Appointments are Missed or Information not Provided

The family will be given one opportunity before being issued a notice of proposed termination for breach of a family obligation or denial of rental assistance.

The CoPHD may rescind the proposed termination of rental assistance after the notice has been issued if the family provides verifiable proof that the violation has been corrected within the time allowed to request an informal hearing, as long as a history of non-compliance does not exist.

However, the CoPHD will send a warning letter to the family reminding them that failure to abide by the family obligations will be considered a repeat violation and grounds for termination of rental assistance.

CHAPTER 17

PROPERTY OWNER OR FAMILY DEBTS TO THE CoPHD

INTRODUCTION

This Chapter describes the CoPHD's policies for the recovery of monies which have been overpaid for families and owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the CoPHD's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the CoPHD'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 CoPHD, the CoPHD will make every effort to collect all debt owed from the date the overpayment occurred. The CoPHD will use a variety of collection tools to recover debts, including, but not limited to:

1. Abatement
2. Requests for Lump Sum Payment
3. Repayment Agreement
4. Reduction of Housing Assistance Payments
5. Civil Suit
6. Collection Agency
7. Credit Bureau
8. Income Tax Set-Off Program
9. Lien on personal property

A. REVIEW OF OVERPAYMENT OF RENTAL ASSISTANCE BENEFITS

Once the CoPHD has determined that an overpayment of rental assistance occurred, the CoPHD will notify the family of any amount due and their obligation to reimburse the CoPHD. The family will be provided an opportunity to review the information used by the CoPHD in determining the overpayment. If the family disputes the information used by the CoPHD, the family will have 15 days to submit evidence to support their dispute.

The CoPHD will review the information submitted by the family. The CoPHD will re-evaluate the overpayment calculation and determine whether or not the overpayment amount should be adjusted.

If the family fails to submit their supporting documentation by the established deadline, the original amount of the overpayment will remain the same.

If the family agrees with the original amount, the CoPHD will follow the procedures listed in this Chapter.

B. REPAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c) v, vi, vii]

A Repayment Agreement is a document entered into between the CoPHD and a family who owes a debt to the CoPHD. It contains details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the CoPHD upon default of the agreement.

The City of Pasadena Finance Department will be responsible for collecting amounts owed by the family, for claims paid and for monitoring the repayment.

The minimum amount for which the CoPHD will enter into a Repayment Agreement with a family is \$500. Amounts less than \$500 must be paid in full within 30 days of notification. The maximum amount the CoPHD will enter into a Repayment Agreement is \$5,000. Any amount exceeding \$5,000 must be paid in full within 90 days of notification.

The minimum initial payment for any Repayment Agreement is 20% of the beginning balance of the repayment amount.

Families will be provided no more than 30 days from the date of the CoPHD repayment notice to enter into the Repayment Agreement and provide the required initial payment. If the family fails to provide the required initial down payment or refuses to enter into a Repayment Agreement, the family will be proposed for termination of rental assistance.

Late Payments

A payment will be considered to be in arrears if the City of Pasadena Finance Department has not received the payment by the close of the business day on which the payment is due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If a family's Repayment Agreement is in arrears for two months, the Repayment Agreement is in default and the City of Pasadena Finance Department will forward the Repayment Agreement and a monthly written report on all delinquent accounts to the CoPHD.

If the family defaults on the Repayment Agreement, the CoPHD will notify the family in writing of the total amount due. The family will be given a deadline to pay the balance in full. If the total payment is not received, housing assistance on behalf of the family will be proposed for termination.

Repayment Schedule for Monies Owed to the CoPHD

<u>Initial Payment Due</u>	<u>Amount Owed</u>	<u>Maximum Term</u>
20% of Total Amount	\$500 - \$2,500	12 months
20% of Total Amount	\$2,501 - \$3,500	24 months
20% of Total Amount	\$3,501 - \$5,000	36 months

The actual terms of the Repayment Agreement (i.e., initial payment, monthly payment and length of repayment term, etc.) will be determined based on CoPHD's repayment policies and procedures.

The CoPHD will not enter into a Repayment Agreement if:

1. The family already has a Repayment Agreement in place.
2. The CoPHD determines that the family committed program fraud other than untimely reporting of increases in income.
3. The family has already paid off a previous repayment agreement.

The family will be required to pay the total overpayment amount in full within 90 days. Failure to pay in full will result in the proposed termination of rental assistance. When the termination of rental assistance becomes final, the case will be referred to the City of Pasadena Finance Department for collection of the total overpayment owed to the CoPHD and the amount will be documented in HUD's EIV system.

Guidelines for Repayment Agreements

The Repayment Agreement will be executed between the CoPHD, head of household and all other adult family members.

Monthly payments may be decreased in cases of an extreme hardship. If the family is not in default of the Repayment Agreement, the family may request a decrease in monthly payments due to extreme hardship with supporting documentation. If the request is approved, the CoPHD may amend the terms of the Repayment Agreement by extending the terms of the Repayment Agreement not to exceed 12 months. If the hardship no longer exists, the original terms of the Repayment Agreement will be reinstated. At the end of the term of the Repayment Agreement the remaining balance of the overpayment must be paid in full.

At any time the family may pay a greater monthly amount than what is stated on the Repayment Agreement. The family may also pay off the entire debt owed at any time during the term of the Repayment Agreement.

Default of Repayment Agreement

The Repayment Agreement will be in default when:

1. Any installment is not paid in full when due.
2. Two installments are delinquent
3. A repeat violation results in an additional overpayment
4. Failure to abide by the terms of the Repayment Agreement
5. Violation of the Family Obligations

If the CoPHD determines that a Repayment Agreement is in default, the CoPHD will notify family that the outstanding balance is due and payable in full within the established deadline.

The City of Pasadena Finance Department will notify the CoPHD when a Repayment Agreement is in default and provide the CoPHD with the original Repayment Agreement along with the unpaid invoices. If the family is a current participant, the CoPHD will contact the family regarding the delinquent payments. If the CoPHD determines the Repayment Agreement is in default, the CoPHD will notify the family in writing requesting payment in full within the established deadline. The CoPHD may extend the deadline if the family has made a partial payment towards the outstanding balance or made a payment arrangement approved by the CoPHD.

The CoPHD will propose the termination of the family's participation if the outstanding balance is not paid in full by the established deadline. The Repayment Agreement will be referred to the City of Pasadena Collection Department if the family's participation is terminated.

Repayment Agreements will automatically be referred to the City of Pasadena Collection Department for a family that is no longer a program participant and who has defaulted on their Repayment Agreement.

Additional Monies Owed

If the family has a Repayment Agreement in place and incurs an additional debt to the CoPHD, the CoPHD will not enter into an additional or amended Repayment Agreement. The current Repayment Agreement will be considered in default and the family will be required to pay all debts in full within 30 days of the date of notification to the family. The family will also be subject to termination of their housing assistance for repeated violation of the Obligations of the Family.

C. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

The CoPHD will not offer a Repayment Agreement to a family who is in violation of a Family Obligation if it is determined the family committed fraud.

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement(s), omission, or concealment of fact(s), made with the intent to deceive or mislead, in order to obtain rental assistance through fraudulent means.

Family Error/Late Reporting

Families who owe money to the CoPHD due to the family's failure to report increases in income will be required to pay the overpaid rental assistance in accordance with the guidelines in the repayment section of this Chapter.

Program Fraud

Families that owe money to the CoPHD due to program fraud will be required to pay the total balance due in full within 30 days of notification from the CoPHD. Housing assistance will be proposed for termination for a family who owes money to the CoPHD due to program fraud. The CoPHD will attempt to collect the overpaid rental assistance from the family. If the family fails to pay, the debt will be referred to the City of Pasadena Finance Department and the family will be required to repay the amount in accordance with the appropriate civil collection procedures. If a family owes an amount which equals or exceeds \$5,000 as a result of program fraud, the case may be referred to the Office of the Inspector General for investigation and possible criminal prosecution.

D. OWNER DEBTS TO THE CoPHD

If the CoPHD determines that an owner has retained housing assistance payments the owner is not entitled to, the CoPHD may reclaim the amounts from future housing assistance payments owed the owner for any units under a HAP Contract. If future housing assistance payments are insufficient to reclaim the amounts owed, the CoPHD will:

1. Require the owner to pay the amount in full within 30 days.
2. Pursue collections through the City of Pasadena Finance Department.
3. Restrict the owner from future participation.
4. Attach a lien on property through the City of Pasadena Attorney Office.
5. Refer case to the Office of Inspector General for investigation in case of fraud.

E. PAYMENT COLLECTED

All payments received must be in the form of a money-order or cashier's check payable to the CoPHD. The process listed below will be followed by staff upon receipt of payment.

- CoPHD staff will prepare a memorandum (memo) to the Finance Department with information and instructions to credit the appropriate account(s).
- CoPHD staff will complete the Cashier's Deposit Log.
- CoPHD staff will scan and email the memo, cashier's check, money-order and Repayment Agreement (if applicable) to the Finance Department/Accounts Receivable.
- CoPHD staff will place original cashier's check, money-order, memo and Repayment Agreement (if applicable) in the money bag which will be stored in a secured location.
- CoPHD staff will hand deliver the money bag to the City of Pasadena Municipal Service's cashier.

F. WRITING OFF DEBTS

Debts will be written off if:

1. The debtor was the sole participant and is deceased.

CHAPTER 20

SUPPORTIVE HOUSING SERVICES

Introduction

The City of Pasadena periodically has the opportunity to apply for targeted rental assistance funding for special populations. These programs are administered by the City of Pasadena Housing Department (CoPHD) and have the same policies and procedures as the Housing Choice Voucher program except as otherwise noted. If there is a conflict between program regulations and the Admin Plan, the program regulations have precedence.

Currently, the CoPHD administers the following target programs:

- Shelter Plus Care / Continuum of Care Program (S+C/CoC)
- Housing Opportunities for People with Aids Program (HOPWA) program

Discontinued past programs include the:

- Family Self Sufficiency Program (FSS)
- HOME Program
- Emergency Rental Assistance Deposit Program (ERAD)

This chapter provides details on all of the above listed special programs..

A. S+C / CoC (24 CFR 582 & 24 CFR 578)

The Shelter Plus Care / Continuum of Care Rental Assistance Programs (S+C/CoC) are Tenant-Based Rental Assistance (TBRA) programs designed to link rental assistance with supportive services for homeless individuals and families with disabilities. These programs were impacted by the 2009 Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) which consolidated three formerly separate McKinney-Vento homeless assistance programs, including the Supportive Housing Program, Shelter Plus Care Program, and Section 8 Moderate Rehabilitation SRO Program into a single grant program known as the Continuum of Care (CoC) Program. The S+C Program is in the process of transitioning to the CoC Program; as S+C projects renew they become CoC projects.

The S+C/CoC program is operated by the CoPHD in conjunction with one or more Sponsor Agencies. Sponsor Agencies are required to provide or coordinate supportive services to program participants. These services may be provided by the Sponsor Agency, funded by the Sponsor Agency but provided by a third party, or both funded and provided by a third party.

Supportive Service Provider/Sponsor Agency

The CoPHD will select and enter into a Memorandum of Understanding or Sub-recipient Agreement with a local supportive service provider (Sponsor Agency) that has shown evidence of expertise and commitment to serving S+C/CoC program participants. The solicitation of

Sponsor Agencies shall be through a competitive selection process, which may include a formal Request For Proposal (RFP). The selected agencies, as mandated by HUD, will be required to provide a documented match for HUD funds provided for Supportive Services, Operations, and Acquisition, New Construction or Rehabilitation. Effective for grants renewed as part of 2012 Continuum of Care application, the match requirement will also include Administration, but can be met by in-kind as well as cash matching.

Sponsor Agencies will be monitored annually to verify program compliance and fiscal management practices. Additionally, the required match as well as program participant services will be monitored on a monthly and annual basis.

Coordinated Entry System

The Shelter Plus Care / Continuum of Care (S+C/CoC) program utilizes the region's Coordinated Entry System (CES) to fill vacancies. This system utilizes a universal assessment to prioritize assistance based on vulnerability and severity of service needs, ensuring that those most in need of assistance receive it in a timely manner. Pasadena's CES system is region-wide and operates in consultation with CoC and Emergency Solutions Grants (ESG) programs, adopting the provisions and requirements set out by HUD in Title 24 of the Code of Federal Regulations (24 CFR) governing the Continuum of Care Program (24 CFR 578), the Emergency Solutions Grants Program (24 CFR 576) and HUD Notice CPD-14-012 (dated July 28, 2014). For a complete set of CES written standards, please refer to the Pasadena CoC [PSH Written Standards](#).

Eligibility Determinations

Applicants to the Shelter Plus Care / Continuum of Care (S+C/CoC) program are screened for initial eligibility by the CES. This eligibility screening encompasses verification of homelessness, disability, income and assets, and family status. The application packet is then transmitted to the CoPHD.

The CoPHD performs a criminal background check as detailed in Chapter 2 of this Plan, "Eligibility for Admission". The application packet is reviewed and third-party verification is requested to ensure that the applicant meets the eligibility criterion for S+C/CoC.

An applicant who meets the eligibility criterion and passes the criminal background screening is issued a Certificate in a briefing session conducted by CoPHD staff. The Certificate holder, with the assistance of the Sponsor Agency, must then locate a rental unit within the City of Pasadena.

S+C/CoC applicants may be denied admission if the applicant currently owes rent or other amounts to the CoPHD or to any other Public Housing Agency (PHA) in connection with Section 8 or public housing assistance and refuses to enter into a repayment agreement for amounts owed; or the applicant breached a previous repayment agreement and refuses CoPHD's offer to enter into a new agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA.

HQS and Acceptable Housing Configurations (24 CFR 582.305)

As with the HCVP, Shelter Plus Care / Continuum of Care (S+C/CoC) units must pass HQS inspection before the unit can begin to be subsidized and the applicant become a participant in the program. The CoPHD must also inspect all units at least annually during the grant period to ensure that the units continue to meet the HQS.

S+C/CoC Program participants will be allowed to live in group home and shared housing environments. The S+C/CoC participant must have access to bathroom and kitchen facilities. These facilities may be shared. There must also be access to living room space.

Family Absence from Unit (24 CFR 578.51 (i))

Rental assistance payments may only be paid to the owner during the lease term and while the family is residing in the unit. The family may, however, be absent from the unit for brief periods.

A participant in the Shelter Plus Care / Continuum of Care (S+C/CoC) program may be absent from a unit for any reason for up to 30 consecutive days. Periods of absence between 31 and 90 consecutive days are termed “extended absence.” The participant is required to report to the CoPHD any extended absence or anticipated extended absence of the S+C/CoC participant from the unit and the reason for the absence. If the participant is unable to report the absence themselves, the Sponsor Agency may do so on their behalf. If the Sponsor Agency reports an absence for a participant, it should be accompanied by a written statement from the participant or a written statement from the Sponsor Agency if that is not possible. Extended absence may be approved by the CoPHD for reasons of health, rehabilitation, convalescence, incarceration, or the personal needs of the family.

Any absence (including an anticipated absence) beyond 90 days, whether the absence is determined prior to or after its start, will result in termination of the rental assistance subsidy for the assisted unit. The CoPHD may inspect the unit to determine whether a participant is absent.

Family Obligations and Statement of Family Responsibility

The Shelter Plus Care / Continuum of Care (S+C/CoC) participant family shall be required to sign and be responsible for the Obligations of the Rental Assistance Program Participant Family. In addition, the participant and the Sponsor Agency’s representative are required to sign a “Statement of Family Responsibility,” informing the participant of the availability of supportive services provided by the Sponsor Agency. The participant will not be required to take part in supportive services as a condition of continued participation in the S+C/CoC program, but will be required to maintain the terms of the lease agreement and the Family Obligations.

Terminating Participants

The CoPHD and/or Sponsor Agency may terminate assistance to a program participant who violates program requirements or conditions of occupancy. The Shelter Plus Care / Continuum of Care (S+C/CoC) program is providing PSH for hard-to-house populations of homeless persons. Thus, the CoPHD works in conjunction with Sponsor Agencies to exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination. Assistance should only be terminated the most severe cases. Termination does not bar the CoPHD from providing further assistance at a later date to the

same individual or family, though all circumstances will be considered before providing assistance again. In cases where there is indication that the conditions that resulted in the prior termination have not been addressed, rental assistance will not be offered to the participant.

In terminating assistance to a program participant, the grantee must provide a formal process that recognizes the rights of the individual receiving assistance under the due process of law. This process, at a minimum, must consist of:

1. Providing the participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
2. Written notice to the program participant containing a clear statement of the reasons for termination
3. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
4. Prompt written notice of the final decision to the program participant

Portability

The Shelter Plus Care / Continuum of Care (S+C/CoC) program does not offer portability. All participants in the CoPHD S+C/CoC program must reside in the City of Pasadena. In certain instances, participants may wish to move to another Continuum of Care. This will only be approvable if the Public Housing Authority within that Continuum of Care allows this option and if the sponsor agency(ies) for that Continuum of Care has available rental vouchers.

Transfers to HCVP (Section 8)

In cases where a Shelter Plus Care / Continuum of Care (S+C/CoC) program participant's name is reached on the HCVP waiting list, the S+C/CoC Program participant will be given the opportunity to select between the two programs. If the S+C/CoC Program participant selects to remain on the S+C/CoC Program and declines the HCV, their application will be withdrawn from the HCVP waiting list.

S+C/CoC participants who have twelve months continual compliance with their lease agreement, have shown the ability to live independently with minimal need for supportive services, who are in compliance with the Obligations of the Family, and who have a recommendation from the Sponsor Agency may request a transfer to the HCVP. Transfers to HCVP under these circumstances can only be initiated during the Annual Reexamination process. Transfers to HCVP will only be approved in cases where the previously noted conditions have been met and an HCV is available.

Supportive Services Match

For Shelter Plus Care grants, HUD requires that the aggregate amount of supportive services provided to participants at least equal in value the aggregate amount of rental assistance paid on behalf of those participants under the grant agreement for the term of the grant agreement. The Sponsor Agency must document a match of supportive services equal to the total amount

provided in rental assistance over the life of the grant. (Note: for grants renewed as part of the 2012 CoC Competition or later, this match requirement is reduced to 25%.)

The CoPHD requires that participating Sponsor Agencies submit periodic reports to the CoPHD regarding the dollar value of supportive services provided to program participants. The CoPHD may require other information deemed necessary to the operation of the program. Failure of the Sponsor Agency to submit reports or to provide the matching services required by program regulations will be a breach of the Sponsor's contract provisions.

Surviving or Remaining Members of a Family (CoC Program Only)

If the qualifying (i.e., disabled) member of the household dies, or the member is incarcerated or institutionalized for more than 90 days, the other household members have right to remain in the unit until the expiration of the lease in effect at the time. If the remaining family chooses to exercise this right, HAP payments must continue until the current lease term expires. Upon the expiration of the current lease term, the family is no longer eligible to receive assistance and must be terminated from the program.

Conflict Between HCVP and S+C Regulations

The CoPHD follows the regulations established by HUD for the S+C/CoC program and the policies incorporated into this Administrative Plan except as noted. Where there is a conflict between CoC and S+C regulations, the S+C regulations prevail for S+C participants.

Certification

The certification process for the Shelter Plus Care / Continuum of Care (S+C/CoC) program is consistent with the HCVP except that initial eligibility information is secured by the CES. This information is forwarded to the CoPHD for review and eligibility determination. If an applicant is determined eligible, they will be given a program briefing by the CoPHD consistent with the HCVP, and including information specific to the requirements of the program in which they will be participating.

Annual Reexamination

The annual reexamination process for Shelter Plus Care / Continuum of Care (S+C/CoC) participants is also consistent with the HCVP, except that S+C/CoC participants are asked to disclose progress pertaining to their case management and if they are securing all the services they need to remain permanently housed.

Rental Negotiation

The Shelter Plus Care/Continuum of Care program rent is contracted based on the rent reasonableness standards and tenant rental portions are limited to 30% of the participant's adjusted monthly income.

Inspection

The inspection process for the Shelter Plus Care/Continuum of Care program is similar to that of HCVP. Inspections will be conducted on Group Home facilities and shared housing, as well as

regular bedroom sizes. As with HCVP, in addition to meeting the required HQS, a Certificate of Inspection and Code Compliance will also be required.

Vacancy Loss/Damage Claim (24 CFR 582.105)

Vacancy loss and damage claim will be permitted under the Shelter Plus Care/Continuum of Care program due to issues surrounding the special nature of the target population. As determined by HUD, vacancy payments will be permitted for a maximum of 30 days from the end of the month in which the unit is vacated if the unit is vacated before the expiration of the lease agreement.

With regard to damage claims, up to one month's contract rent will be used to pay for any damage to housing unit due to the action of an S+C/CoC Program participant.

If a property owner wishes to make a vacancy loss or damage claim, that claim must be made within 15 days of the program participant vacating the unit. Any such claim must be accompanied by supporting documentation, including copies of receipts for repairs made and verification of unit vacancy.

B. Housing Opportunities for Persons with AIDS Program (24 CFR 574.300)

The Housing Opportunities for Persons with AIDS (HOPWA) Program provides tenant-based rental assistance to low-income households consisting of individuals and families living with HIV/AIDS. The HOPWA tenant-based rental assistance program operates much the same as the HCVP but also provides case management and supportive services to HOPWA Program participants.

The CoPHD administers the HOPWA program for the cities of Pasadena and Glendale. The initial 12 months of rental assistance will be funded under the HOPWA Program. Upon the expiration of the 12 month period for each HOPWA Program participant, the CoPHD will "absorb" or provide continued rental assistance to the program participants under its regular HCVP, but only for households residing within CoPHD's jurisdiction and as long as the household continues to meet the eligibility requirements for ongoing rental assistance.

Before the CoPHD agrees to fund the initial 12 months of rental assistance for eligible households residing in its sub-recipient's jurisdiction, the Public Housing Agency (PHA) overseeing the administration of the HCVP in the applicable jurisdiction must enter into a Memorandum of Understanding (MOU) with the HOPWA formula grant recipient for the Eligible Metropolitan Statistical Area (EMSA), whereby the PHA agrees to provide continued rental assistance under its HCVP to the HOPWA program participants residing in their jurisdiction or their surviving member of the household. The CoPHD has such an MOU in place with the City of Los Angeles Housing Department, which is the EMSA for HOPWA funds in this area.

Eligibility Determinations

Applicants to the HOPWA Program are screened for initial eligibility by the referring agency. This initial eligibility screening encompasses verification of HIV/AIDS status, income and assets, and family status. The application packet is then transmitted to the CoPHD. The CoPHD performs a criminal background check, requests third party verification, and reviews the

application packet to ensure that the applicant meets the eligibility criterion for the HOPWA Program, as detailed in Chapter 2 of this Plan, “Eligibility for Admission”.

An applicant who meets the eligibility criterion and passes the criminal background screening is issued a Certificate in a briefing session conducted by the CoPHD staff. The Certificate holder, with the help of the Sponsor Agency, must then locate a rental unit within the Cities of Pasadena or Glendale. As with the HCVP, the unit must pass HQS inspection before the unit can begin to be subsidized and the applicant become a participant in the HOPWA Program.

The CoPHD will work with the Glendale Housing Authority (GHA) to conduct the lease up and absorption process for HOPWA certificate holders who locate a unit in Glendale. GHA inspection staff will conduct the Housing Quality Standards inspection and forward that information to CoPHD staff. CoPHD staff will contact the GHA at annual review time to begin converting the rental assistance from HOPWA to HCVP. This conversion process will include ensuring that there is an HCV available. If GHA does not have an available HCV, the client household will be informed they will be issued an HCV from CoPHD’s allocation, and will be required to locate a unit within the jurisdiction of the CoPHD.

Certification

The certification process for HOPWA is consistent with the HCVP except that initial eligibility information may be secured by the Sponsor Agency. This information is forwarded to the CoPHD for review and eligibility determination. If an applicant is determined eligible, they will be given a program briefing by the CoPHD consistent with the HCVP, and including information specific to the requirements of the program in which they will be participating.

Annual Reexamination & Conversion to HCVP

The annual reexamination process for TBRA participants is also consistent with the HCVP. Additionally, at the time of the annual reexamination, HOPWA Program participants are converted to the HCVP. Under no circumstances may a contract be funded with HOPWA monies beyond the initial 12 month period. The CoPHD will use the low-income limit for HOPWA participants who are otherwise eligible for conversion to HCVP. For those participants living outside of the CoPHD jurisdiction, eligible HOPWA Program participants will have their case files ported to their respective jurisdiction for continued rental assistance.

Rental Negotiation

The HOPWA program rent is contracted based on the Fair Market Rents published by HUD and tenant rental portions are limited to 30% of the participant’s adjusted monthly income. If the gross rent proposed exceeds HUD-issued Fair Market Rent, the CoPHD may suggest that the owner reduce the contract rent or include some or all utilities in the contract rent. If the owner accepts the offer of a revised rent, the CoPHD will continue by processing a Request for Tenancy Approval (RFTA). If the property owner is not willing to reduce or adjust the rent and the CoPHD is satisfied that the requested rent meets the test of rent reasonableness, the CoPHD may approve the exception rent. If the owner does not agree on the contract rent after the CoPHD has tried and failed to negotiate a revised rent, the CoPHD will inform the family and owner that the RFTA and proposed lease are disapproved.

Inspection

The inspection process for the HOPWA program is similar to that of HCVP. As with HCVP, in addition to meeting the required HQS, a Certificate of Inspection and Code Compliance will also be required.

Termination

The CoPHD may terminate assistance to a program participant who violates program requirements or conditions of occupancy.

In terminating assistance to a program participant, the grantee must provide a formal process that recognizes the rights of the individual receiving assistance under the due process of law. This process, at a minimum, must consist of:

1. Providing the participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
2. Written notice to the program participant containing a clear statement of the reasons for termination
3. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
4. Prompt written notice of the final decision to the program participant

C. Family Self Sufficiency (FSS) Program (24 CFR 984.101-984.401)

Currently, the CoPHD does not receive funding to operate an FSS program. If program funding is identified in the future, the FSS program will again open for applications from HCVP participants who are in good standing and do not owe money to the CoPHD.

D. HOME Tenant-Based Rental Assistance Program (24 CFR 92.209)

The HOME Tenant-Based Rental Assistance (TBRA) has been discontinued due to federal funding reductions. IF HOME TBRA is reinstated in a future program years, the program will be operating in accordance with HUD guidelines.

E. Emergency Rental Assistance Deposit Program (ERAD)

The Emergency Rental Assistance Deposit Program (ERAD) has been discontinued due to federal reductions. ERAD provided funds for security deposit to allow participants to move in to privately-owned rental units and was funded with HOME Program entitlement funds administered by the City of Pasadena. While the program has been discontinued, several past participants still have outstanding debts that are being repaid.

CHAPTER 25

SPECIAL HOUSING CHOICE VOUCHER ALLOCATIONS

INTRODUCTION

The Housing Choice Voucher (HCV) program includes special voucher allocations for defined populations. These special allocations must be utilized by households meeting the specific eligibility definition for the allocation under which they will be assisted. These allocations include HCV for Non-Elderly Disabled Persons (NED) and HUD-Veteran's Affairs Supportive Housing (HUD-VASH). This chapter will outline policies and procedures for these two special allocations. Except as delineated in this chapter, these programs will be administered in adherence to the policies and procedures of the HCV program as administered by the City of Pasadena Housing Department (CoPHD) and set forth in this Administrative Plan.

A. HCV FOR NON-ELDERLY DISABLED PERSONS

HCV for NED provides rental assistance to very low-income households whose head, spouse, or sole member is a person with disabilities and is less than 62 years old. There are two Categories of NED 1 & 2. As of July 1, 2016 CoPHD will no longer administer NED Category 2 vouchers.

Applicant Eligibility Process

Applicants for Category 1 NED HCVs must be selected from the Section 8 waiting list and meet the definition of non-elderly disabled household. In the event that Category 1 NED HCVs are available and there are not enough households on the waiting list that qualify for these HCVs and the waiting list is closed, then the waiting list will open for applications from very low-income non-elderly disabled households. In this case, the CoPHD will limit the families that may apply to only those families that meet the eligibility requirements for the allocated Category 1 NED HCVs. The waiting list process for these applicants will be conducted in accordance with waiting list procedure as delineated in Chapter 4 of this Plan, "Application Pool". Eligibility determination requires that all conditions of eligibility be met at the time of initial lease-up. Category 1 NED HCVs are administered in accordance with program requirements (24 CFR Section 982).

Outreach to Non-Elderly Persons with Disabilities

The CoPHD will reach out to agencies that provide supportive services to non-elderly disabled persons to make them aware of the availability of NED vouchers and the

requirements to access NED Category 1. When it is necessary to open the waiting list to accept applications for NED Category 1, information will be disseminated in accordance with Chapter 3 of this Plan, "Open Enrollment". Additionally, application information will be made available at agencies that serve persons with disabilities.

Affirmatively Furthering Fair Housing

As stated in Chapter 1 of this Plan, "Statement of Policies and Objectives" it is the policy of the CoPHD to comply with the Affirmatively Furthering Fair Housing Requirements of 24 CFR Part 903.7(o). Affected applicants are informed at the HCV briefing session about how to file a fair housing complaint. Form HUD-928.1, the Equal Housing Opportunity flyer which includes the toll free Housing Discrimination hotline and Federal Information Relay Service numbers, and Form HUD-903.1, "Are You a Victim of Housing Discrimination" which includes a form for filing a housing discrimination complaint, are included in each briefing packet and reviewed during the briefing session.

Aging Out of NED

Existing NED participant families DO NOT "age out" of the NED program as long as the family was eligible on the day it was first assisted under a housing assistance payments (HAP) contract or the date it was established as a NED family in PIC pursuant to Notice PIH 2013-19. By "aging out," this notice is referring to cases where the qualifying household member now qualifies as elderly due to the passage of time since the family received the NED voucher.

Reasonable Accommodation

The CoPHD's policies and procedures regarding reasonable accommodation are outlined in Chapter 1 of this Plan. These policies and procedures will also be applied to:

- NED Program
- NED applicants; and
- NED participants.

Housing Search Assistance

The Pasadena Housing Resource Center, sponsored by the City of Pasadena Housing Department and available online at www.pasadenahousingsearch.com, provides detailed information about currently available, moderately priced units in Pasadena. The site includes tools to search for accessible units and units that accept rental assistance. Use of the site is free. It may also be accessed through a toll-free, bilingual call center at 1-877-428-8844. Applicants are provided information about the site at the HCV briefing session.

B. HUD-VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH)

The HUD-VASH program combines HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veteran's Affairs (VA). VA provides these services for participating veterans at VA medical centers (VAMCs) and community-based outreach clinics.

Generally, the HUD-VASH HCV is administered in accordance with regular HCV program requirements (24 CFR Section 982). However, the Act allows HUD to waive or specify alternative requirements for any provision of any statute or regulation that HUD administers in connection with this program in order to effectively deliver and administer HUD-VASH voucher assistance. The HUD-VASH Operating Requirements (including the waivers and alternative requirements from HCV program rules) were published in the Federal Register on May 6, 2008 and all other HUD publication after said date regarding the HUD-VASH program.

HUD-VASH Eligibility Criteria

Veterans who are appropriate for this program must be VA health care eligible Veterans. VA eligibility makes this determination. Veterans must meet the definition of homelessness defined in "The McKinney Homeless Assistance Act" as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

Veterans who are appropriate candidates for this program must need:

- Case management services in order to obtain and sustain independent community housing. Case management is a requirement for participation in the HUD-VASH voucher program.
 - Veterans who need case management services have serious mental illness, substance use disorder history, or physical disability.
 - Eligible candidates for the program are expected to participate in case management and utilize the supportive services, treatment recommendations and assistance needed to successfully maintain recovery and sustain housing in the community.
 - VA determines clinical eligibility for the program.
 - The PHA determines if the Veteran participant meets HUD's regulations for this program.

- The PHA will determine eligibility based on income limits and will request citizenship verification.
- The PHA will verify if any member of the household is required to maintain Lifetime Sexual Offender Registry status – those who do are not eligible to participate in this program.

If a family no longer needs case management as determined by the VAMC or if the veteran dies, the family is still eligible for rental assistance under the HCV program. In cases where case management is no longer needed, the PHA may use one of its own vouchers, if available, to continue assisting this family and free up a voucher for another HUD-VASH eligible family. If a regular voucher is not available, the family would continue utilizing the HUD-VASH voucher.

In accordance with 24 CFR Section 982.54(d) (11) family break up, the voucher must remain with the veteran in the case of a separation or divorce.

In regard to verifying Social Security numbers (SSNs) for homeless veterans and their family members, an original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual along with other identifying information of the individual, is acceptable in accordance with 24 CFR part 5.216(g).

In the case of the homeless veteran:

- The PHA must accept the Certificate of Release or Discharge from Active Duty (DD-214) as verification of SSN and cannot require the veteran to provide a SSN card.
- The PHA must accept the VA-verified Application for Health Benefits (10-10EZ) as verification of SSN and cannot require the veteran to provide a SSN card.
- The DD-214 or 10-10EZ documents must also be accepted for proof-of-age purposes in lieu of birth certificates or other PHA-required documentation.
- Veterans are also issued photo identification (ID) cards by the VA. If such identification is required by the PHA, these cards must be accepted by the PHA in lieu of another type of government-issued photo identification.
- VA issued photo ID cards may also be used to verify SSNs and date of birth.

The HUD-VASH program is administered in accordance with applicable Fair Housing requirements. These include applicable authorities under 24 CFR 5.105(a) and 24 CFR

982.53 including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination Act. These requirements prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, age, or disability.

Admission

A PHA will not be able to deny admission to the HCV program to an otherwise eligible HUD-VASH family that previously participated in the PHA's HCV or public housing program (that presumably left owing money or was not in good standing).

The PHA will not deny admission to an adult family member, other than the veteran, based on the previous behavior of that family member. For example, the co-head was previously terminated from the PHA's voucher program for committing serious or repeated violations of the lease (e.g. non-payment of rent). The prohibition against screening families for anything other than lifetime sex offender status, applies to all family members, not just the veteran.

Calculating Annual Income & Coordination with Other Veteran Programs

The Post 9/11 Veterans Educational Assistance Act of 2008 (Post 9/11 VEAA, also referred to as the Post 911 GI Bill) provides benefits for veterans pursuing a course of education in the forms of tuition assistance, book stipends, and a monthly housing allowance. The Post 9/11 VEAA tuition assistance and book stipends, must be excluded as income in accordance with 24 CFR 5.609(c)(6).

The Post 9/11 VEAA housing allowance is not considered as a duplicate subsidy. However, the amount received for the housing allowance must be counted when determining the family's income and rent.

A veteran can receive assistance through both the HUD-VASH program and the Supportive Services for Veteran Families (SSVF).

Types of SSVF assistance available for eligible families include:

- rental assistance,
- security deposits,
- utility deposits,
- utility assistance,
- moving cost assistance, and
- rapid re-Housing assistance.

HUD-VASH families are eligible to receive security deposit, utility deposit, and moving cost assistance through the program. SSVF assistance, however, cannot be provided to eligible individuals or families for the same period of time and for the same cost types that are being provided through another Federal, state, or local subsidy programs. Therefore, during the period that HUD-VASH vouchers subsidize the monthly rent and utility payments of participating families, HUD-VASH families cannot receive rental assistance nor utility assistance through SSVF.

SSVF can be used to help the household pay for up to six months of arrears or back payments on rent or utilities owed from previous housing situations. Note that assistance with arrears is eligible because it represents a different period of time – i.e., the arrears represents a back payment for previous months, while the current rental assistance is a payment going forward.

Households receiving rapid re-housing assistance through SSVF will retain their homeless status, including chronicity if applicable, for referral to the HUD-VASH program.

HUD VASH – Portability

Based on the nature of the HUD-VASH voucher program and the population that is being served, alternative operating requirements, as well as specific reporting requirements have been established for this program. These include mobility agreements with neighboring PHAs and alternative portability requirements.

The CoPHD has entered into a reciprocal Interagency Agreement with the Housing Authority of the County of Los Angeles (HACoLA) to allow HUD-VASH voucher holders to lease a rental unit in either jurisdiction without needing to port to the PHA that administers HUD-VASH for that jurisdiction. The CoPHD will enter into additional mobility agreements as the opportunity presents if it is determined that it is mutually beneficial to veteran households and the CoPHD.

When a HUD-VASH voucher leases a unit in a jurisdiction with which there is no mobility agreement, receiving PHAs that are administering HUD-VASH vouchers are subject to these alternative requirements, which can be found on the HUD-VASH website at: <http://www.hud.gov/offices/pih/programs/hcv/vash/>. These procedures only apply to portability moves where the family's case management services are being provided by the initial PHA's partnering Veterans Affairs Medical Center (VAMC).

The following are important portability procedures:

- When a family requests to move under portability while staying within the catchment area of the initial PHA's partnering VAMC, portability procedures vary

according to whether or not the receiving PHA has been awarded HUD-VASH vouchers.

- When a family requests to move under portability beyond the catchment area of the initial PHA's partnering VAMC, the VAMC will determine if services are available and if the receiving PHA can accommodate HUD-VASH vouchers. For more information refer to Notice published on March 23, 2012 at 77 FR 17086 and on June 18, 2014 at 79 FR 34769.
- When case management is no longer required there are no portability restrictions.
- If the receiving PHA has been awarded HUD-VASH vouchers, it can choose to bill the initial PHA or absorb the family if it has a HUD-VASH voucher available.
- If the receiving PHA has not been awarded HUD-VASH vouchers, the initial PHA (the one that has been selected to partner with the local VAMC) must be billed for all portable families under the HUD-VASH program.
- For more information, see Notice PIH 2010-12 and section II.f. of the HUD-VASH Operating Requirements.
- The receiving PHA must enter "VASH" on line 2n of the Family Report (form HUD-50058). This code must remain on the HUD-50058 for the duration of the HUD-VASH family's participation in the program.
- Receiving PHAs must follow Operating Requirements published on May 6, 2008, in the Federal Register in regard to other alternative requirements for this program. These requirements include, but are not limited to:
 - For new admissions, PHAs may only deny assistance if the family is over-income or if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. PHAs may not deny assistance for any other reason.
- HUD-VASH vouchers must have an initial term of at least 120 days.

Termination

The PHA cannot terminate a VASH family for a reason that could not be used for denying admission. However, a HUD-VASH family can be terminated for program violations that occur after the family is admitted to the HUD-VASH program. Prior to any termination action, the PHA is strongly encouraged to contact the VA case manager to

determine if there are extenuating circumstances that should be considered to avoid the termination.

When a veteran's family member is receiving protection as a victim of domestic violence, dating violence, or stalking, as provided in 24 CFR part 5, subpart L, and the veteran is the perpetrator of such violence, the victim must continue to be assisted.

In accordance with 24CFR 5.2007 for details on what documentation the PHA may request from the victim to support the claim for Violence Against Women Act (VAWA) protections. The perpetrator may be terminated from assistance for committing such acts. If a regular HCV is not available for the victim, the perpetrator must be terminated from assistance, and the victim will continue to utilize the HUD-VASH voucher. The HUD-VASH voucher must be issued to another eligible veteran family upon the voucher's turnover.

The PHA cannot refuse to readmit veterans that have been terminated from the HUD-VASH program in accordance with program requirements (any grounds under 24 CFR 982.552 and 982.553):

- due to serious lease violations,
- program fraud,
- engaging in criminal activity or
- drug/alcohol abuse, etc.

With the exception of the requirement to deny admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. Therefore, if the VA case manager re-refers a veteran that has been previously terminated from the HUD-VASH program for any reason other than being subject to a state lifetime sex offender registration requirement, the PHA may not deny HUD-VASH assistance to the referred veteran. The PHA and VA case manager should work together to agree on the appropriate action and determine if termination of the veteran's assistance can be avoided.