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## SECTION 8 ADMINISTRATIVE PLAN

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### 1.0 EQUAL OPPORTUNITY

#### 1.1 FAIR HOUSING

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual orientation or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Allegheny County Housing Authority housing programs. Both of these actions shall be taken in conformity with the procedural guidelines adopted by the Allegheny County Board of Commissioners on June 18, 2008 and incorporated herein by reference.

No inquiries shall be made about a person's sexual orientation or gender identity. However, the Allegheny County Housing Authority may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

To further its commitment to full compliance with applicable Civil Rights laws, the Allegheny County Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Allegheny County Housing Authority office. In addition, all appropriate written information and advertisements will contain the proper Equal Opportunity language and logo.

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

The Allegheny County Housing Authority will keep records of all complaints, investigations, notices and corrective actions for five years.

## **1.2 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Allegheny County Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. The Allegheny County Housing Authority has adopted a Policy and Procedures for Nondiscrimination and Accessibility for Individuals with a Disability. This policy clarifies how people can request accommodations and the guidelines the Allegheny County Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation.

A reasonable accommodation is a change, adaptation, or modification to the Allegheny County Housing Authority's rules, policies, practices or services which are necessary to provide a qualified individual with a handicap or disability an equal opportunity to participate fully in the services, programs or activities provided by the Allegheny County Housing Authority. A reasonable accommodation will be provided by the Allegheny County Housing Authority if: (1) the individual is disabled; (2) the requested accommodation is related to the disability; and (3) the requested accommodation is necessary for the individual to fully use and enjoy the unit. A "disability" or "handicap" is defined as a physical or mental impairment that substantially limits a major life activity. If the requested accommodation meets the above three (3) mentioned criteria, it will be approved by the Allegheny County Housing Authority unless granting the request would be a fundamental alteration of the program or an undue financial and administrative burden to the Allegheny County Housing Authority.

Legitimate reasonable accommodation requests shall be granted if possible and not an undue financial and administrative burden to the Allegheny County Housing Authority. If the request is contrary to a HUD regulatory requirement and not an undue burden, the Allegheny County Housing Authority shall request a waiver of requirement from HUD.

Because disabilities are not always apparent, the Allegheny County Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations. Even when a reasonable accommodation is approved by the Allegheny County Housing Authority, the applicant must still meet the Allegheny County Housing Authority eligibility and screening criteria.

If the individual that is requesting a reasonable accommodation is an applicant, the request should be made to the Lease Up Counselor. If the individual making the request is a tenant, the request should be made to the Housing Counselor. Requests can also be made at any time to the Allegheny County Housing Authority's 504 Coordinator. An individual may make a request either orally or in writing. A request can also be made on behalf of the individual by a family member or other agent. Once the request is received by an Allegheny County Housing Authority staff member, he or she will immediately

forward the request to the 504 Coordinator. The 504 Coordinator will mail a written hearing decision to an individual that makes a request for a reasonable accommodation within thirty (30) days of the request. All decisions made by the 504 Coordinator will set forth the individual's right to request an informal review of the decision.

### **1.3 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

### **1.4 SERVICES FOR LIMITED ENGLISH PROFICIENCY PERSONS AND PARTICIPANTS**

The Allegheny County Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The Allegheny County Housing Authority shall balance these factors in deciding what to do:

1. The number or proportion of LEP persons served or encountered in the eligible service area;
2. The Frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program; and
4. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, the Allegheny County Housing Authority may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the Allegheny County Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Allegheny County Housing Authority shall utilize multilingual "I speak" cards to the maximum degree possible.



## **1.5 FAMILY/OWNER OUTREACH**

The Allegheny County Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income and very low income families in a newspaper of general circulation, minority media, and by other suitable means.

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

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

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for the Housing Choice Voucher Program.

The Allegheny County Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings are intended to:

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

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

## **1.6 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to annually sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*.

The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant. This includes transmitting data to a Receiving Housing Authority under Portability.

### **1.7 REQUIRED POSTINGS**

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

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Allegheny County Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster
- H. The Agency's SEMAP score and designation.

## **2.0 ALLEGHENY COUNTY HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the Allegheny County Housing Authority, the Section 8 Owners/Landlords, and the participating families.

### **2.1 ALLEGHENY COUNTY HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Allegheny County Housing Authority will comply with the consolidated ACC, the application the Allegheny County Housing Authority submitted to HUD to get the specific vouchers, HUD regulations and other requirements, and this Section 8 Administrative Plan.
- B. In administering the program, the Allegheny County Housing Authority will:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families, including both party's rights and responsibilities under the Violence Against Women Act;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help people with disabilities find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a housing choice voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and at least annually during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust the Allegheny County Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Allegheny County Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Allegheny County Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Allegheny County Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

## **2.2 OWNER RESPONSIBILITY**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit (screening the tenant).
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Complying with the Housing Assistance Program contract (HAP).
  5. Preparing and furnishing to the Allegheny County Housing Authority information required under the HAP contract.

6. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.
  7. Entering into a lease and enforcing tenant obligations under the lease.
  8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
  9. Paying for utilities and services (unless paid by the family under the lease).
  10. Providing verification that all property taxes (county, local, and school) have been paid.
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
  - D. The owner is responsible for notifying the Allegheny County Housing Authority at least sixty (60) calendar days prior to the annual re-certification date of any rent increase for the tenant based assistance program. No rent increase request will be considered if any current or previous year taxes are due for Allegheny County.
  - E. The owner by accepting each monthly housing assistance payment from the Allegheny County Housing Authority certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is responsible for submitting if requested by the Housing Authority, on rents charged by the owner for other units in the premises or elsewhere.

### **2.3 OBLIGATIONS OF THE PARTICIPANT**

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

A. Supplying required information

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

B. HQS breach caused by the Family

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

C. Allowing Allegheny County Housing Authority Inspection

The family must allow the Allegheny County Housing Authority to inspect the unit at reasonable times and after at least 2 calendar days' notice according to state law.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

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

F. Owner Eviction Notice

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

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Allegheny County Housing Authority must approve the composition of the assisted family residing in the unit. The family must inform the Allegheny County Housing Authority within ten business days of the birth, adoption or court-awarded custody of a child. The family must request approval from the Allegheny County Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must notify the Allegheny County Housing Authority if any family member no longer resides in the unit within ten (10) business days.
4. If the Allegheny County Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Allegheny County Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Allegheny County Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request

permission from the Allegheny County Housing Authority for absences exceeding 30 calendar days. The Allegheny County Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

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

I. Interest in the Unit

The family may not own or have any interest in the unit it is renting (except for owners of manufactured housing renting the manufactured home space or people using a housing choice voucher to purchase a home).

J. Fraud and Other Program Violation

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

K. Crime by Household Members

The members of the household may not engage in drug-related criminal activity, other 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. The use of medical marijuana is not included in this ban.

L. Other Housing Assistance

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.

M. Allowing Landlord to Make Repairs



A participant must allow reasonable access to the landlord in order for the landlord to make any required repairs to the unit. The landlord must provide reasonable notice to the participant.

N. Alcohol and/or Drug Abuse By Household Members

The members of the household must not abuse alcohol and/or drugs 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.

### 3.0 ELIGIBILITY FOR ADMISSION

#### 3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Allegheny County Housing Authority screening criteria in order to be admitted to the Section 8 Program.

#### 3.2 ELIGIBILITY CRITERIA

A. Family status - All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status), that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head (or co-head), spouse, or sole member is a person who is at least 62 years of age;

- b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. A family whose head (or co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head (or co-head), spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can receive Housing Choice Voucher assistance, this requirement will be

waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement guardian or lose the assistance.

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

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:
  - a. An extremely low-income or a very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority specified in this Administrative Plan and that is consistent with the agency's Annual Plan and its jurisdiction's Consolidated Plan;
  - d. A low-income family that is a non-purchasing resident in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into the Allegheny County Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they are initially offered housing assistance under the program.
5. Families who are moving into the Allegheny County Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Allegheny County Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Allegheny County Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(F) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

All adults must be able to sign the lease. If the State of Pennsylvania forbids individuals with ineligible immigration status from executing contracts (i.e., leases or other legal binding documents), then they are ineligible for this program.

D. Social Security Number Documentation

Prior to admission, every family member must provide the Allegheny County Housing Authority with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member became a member of the household within six months prior to the date of voucher issuance and is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Housing Authority shall grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person. If the family is unable to provide the required documentation of the SSN, the ACHA will not add the new household member to the family composition until the family provides such documentation. If the Social Security Number is not provided within the required period, the assistance shall be terminated.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority will accept an original document issued by a federal or state or local government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to the Allegheny County Housing Authority within 60 days of it being requested, the family shall be removed from the waiting list. [ **YOU MAY SUBSTITUTE "or shall retain its place on the waiting list"**] During this 60 days, if all household members have not disclosed their SSN at the time a voucher becomes available, the Allegheny County Housing Authority must offer the available voucher to the next eligible applicant family on the waiting list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority shall grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Allegheny County Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Allegheny County Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing the Allegheny County Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
  - e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy

The Allegheny County Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Allegheny County Housing Authority will deny assistance to a family because of criminal activity, drug-related criminal

activity or violent criminal activity by family members. This check will be made through state law enforcement or court records in those cases where the household member has lived in Pennsylvania. If the individual has lived outside Pennsylvania, the Allegheny County Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Allegheny County Housing Authority. The information received as a result of the criminal background check shall be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Allegheny County Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred.

In deciding whether to exercise their discretion to assist an individual or household that has engaged in criminal activity, the Allegheny County Housing Authority will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that the denial of assistance of the entire household would have on family members not involved in the criminal activity; and the extent to which the participant has taken all reasonable steps to prevent or mitigate the criminal activity.

The Allegheny County Housing Authority will check with the State sex offender registration program for all adult and juveniles over the age of twelve household members and will deny assistance to individuals in accordance with Section 4.8. The Allegheny County Housing Authority will check with our state registry and if the adult or juvenile applicant has resided in another State(s), with that State(s)'s list. The Allegheny County Housing Authority will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource for both adult and juveniles over the age of twelve household members. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries. Denials based upon checks with the US Department of Justice's Dru Sjodin National Sex offender website will also be pursuant to Section 4.8.

If an applicant is about to be denied housing based on either of the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs. Applicants that are denied housing will be given a "Notice of Occupancy Rights under the Violence Against Women Act" which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA).

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Allegheny County Housing Authority will provide to the owner the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the housing authority.

In addition, if an owner submits a request to the Allegheny County Housing Authority for criminal records concerning an adult member of an applicant or resident household, signed consent forms, and the owner's standards for prohibiting admission, the Allegheny County Housing Authority must request the criminal conviction records from the appropriate law enforcement agency or agencies, as determined by the Housing Authority. If the Allegheny County Housing Authority receives criminal conviction records requested by an owner, the Allegheny County Housing Authority must determine whether criminal action by a household member, as shown by such criminal conviction records, may be a basis for applicant screening, lease enforcement or eviction, as applicable in accordance with HUD regulations and the owner's criteria. The Allegheny County Housing Authority must notify the owner whether the Housing Authority has received criminal conviction records concerning the household member, and of its determination whether such criminal conviction records may be a basis for applicant screening, lease enforcement or eviction. However, the PHA must not disclose the household member's criminal conviction record or the content of that record to the owner, but merely the fact of whether or not they comply with HUD regulations and the owner's criteria. The Allegheny County Housing Authority will charge owners a fee of **\$50.00** for this service.

The same service shall be available to owners of federally assisted housing in their attempt to determine if an applicant is on the state sex offender list upon the request of the owner. Once again, the information itself will not be disclosed to the owner; the Allegheny County Housing Authority will merely apply the criteria the owner establishes. The fee for this service shall be **\$50.00**.

New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue.

- G. No assistance shall be provided under section 8 of the 1937 Act to any individual who:
1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
  2. Is under 24 years of age;
  3. Is not a veteran of the United States military;



4. Is unmarried;
5. Does not have a dependent child; and
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

A student, under the age of 24 may still be income eligible for assistance in circumstances where the student can demonstrate independence from parents, where the student can demonstrate the absence of parents, or where an examination of the student's parents' income may not be relevant.

1. The individual is of legal contract age under state law.
2. The individual has established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an "independent student." Section 480(d) of the Higher Education Act of 1965, as amended (the HEA), 20 U.S.C. 1087vv(d).
3. The individual is not claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. The individual obtains a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support, even if no assistance will be provided.

The Allegheny County Housing Authority will verify to determine whether a student is independent for purposes of using the student's income alone for determining Section 8 eligibility (Student's Independence Verification Requirements). Those items include:

1. Reviewing and verifying previous address information to determine evidence of a separate household;
2. Verifying the student meets the U.S. Department of Education's definition of "independent student";
3. Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
4. Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that

is provided by persons not living in the unit is part of annual income. (Except if the student meets the Department of Education’s definition of “independent student” in paragraphs (2), (3) or (8) set forth below).

An “independent student” is defined as:

1. The individual is 24 years of age or older by December 31 of the award year;
2. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
3. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s State of legal residence;
4. The individual is a veteran of the Armed Forces of the United States (as defined in subsection c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
5. The individual is a graduate or professional student;
6. The individual is a married individual;
7. The individual has legal dependents other than a spouse;
8. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by—
  - a. A local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the
  - b. McKinney-Vento Homeless Assistance Act;
  - c. The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
  - d. The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
  - e. A financial aid administrator; or
9. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

## **4.0 MANAGING THE WAITING LIST**

### **4.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

Applicants who have an approved Category 1, Category 4, or Category 5 Preference may be offered assistance regardless of whether the waiting list is open or closed.

#### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: 625 Stanwix, Pittsburgh, PA 15222.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Allegheny County Housing Authority jurisdiction, the Allegheny County Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants 18 years of age and older. The Allegheny County Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the Housing Authority may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the Housing Authority the reason each person or organization may be contacted. The Housing Authority will allow the applicant to

complete a form HUD-92006 for each contact and indicating the reason the Housing Authority may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they “choose not to provide the contact information” and sign and date the form.

Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Allegheny County Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Allegheny County Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 412-402-2671.

All applicants and/or families already on a waiting list will be provided with the option of having their names placed on any and all open waiting lists maintained by the Allegheny County Housing Authority. If the Allegheny County Housing Authority adds new programs, such as a project-based voucher program, the Allegheny County Housing Authority will notify existing participants and new applicants by utilizing the same means it would use in opening its waiting list under 24 CFR §982.206(a) such as by (1) advertising through local and minority newspapers and the internet; (2) local postings at the Allegheny County Housing Authority, post offices, libraries, and community centers; and (3) outreach to social service organizations that may serve the same clientele that will be occupying the PBV units. Please note that the Allegheny County Housing Authority will not notify each family on the tenant-based waiting list by individual notice.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family’s placement on the waiting list if deemed apparently eligible.

Upon receipt of the family's pre-application, the Allegheny County Housing Authority will make a preliminary determination of eligibility. The Allegheny County Housing Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Allegheny County Housing Authority determines the family to be

ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. The Allegheny County Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Allegheny County Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

#### **4.3 ORGANIZATION OF THE WAITING LIST**

The waiting list for the Section 8 Tenant Based Assistant Program will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file.
- B. All applications will be maintained in order of preference and then in order of date and time of application.
- C. Substantive contact between the Allegheny County Housing Authority and the applicant will be documented in the applicant file.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later.

Note: The waiting list for the Section 8 Tenant Based Assistance Program cannot be maintained by bedroom size under current HUD regulations.

The waiting list for the Project-Based Section 8 Assistance Program will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file.
- B. All applications will be maintained by bedroom size, preference and then in order of date and time of application.

- C. Substantive contacts between the Allegheny County Housing Authority and the applicant will be documented in the applicant file.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be nearing the top of the waiting list, the family will be mailed a letter and checklist describing what the family needs to bring to a verification appointment. All adult members of the household are required to attend the verification appointment. The verification appointment begins the verification process. It is at this point in time that the family's waiting list preference will be verified. Annual income must be verified within 60 calendar days of the issuance of a housing choice voucher. Applicants must provide a copy of their SS and/or SSI benefit letter, dated within the last 60 calendar days, for each household member that received SS and/or SSI benefits. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Allegheny County Housing Authority must notify the family in writing of this determination.

#### **4.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Allegheny County Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Allegheny County Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being placed on inactive status.

#### **4.6 PURGING THE WAITING LIST**

The Allegheny County Housing Authority will update and purge its waiting list as necessary to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

The purge shall consist of the Allegheny County Housing Authority mailing via first class mail a form to be completed by the person on the waiting list and returned to the housing authority within a specified number of calendar days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant shall be stricken from the waiting list. If the envelope is returned with a forwarding address on it, the housing authority shall mail the form to the new address, with a new deadline for response.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Allegheny County Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
- C. The applicant does not meet either the eligibility or screening criteria for the program; or
- D. The applicant has been issued a Housing Choice Voucher.

The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date the file is closed.

#### **4.8 GROUNDS FOR DENIAL**

The Allegheny County Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process, however, once supplied, the family may reapply for assistance;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program however, once supplied, the family may reapply for assistance;
- D. Fail to complete any aspect of the application or lease-up process however, once the family completes the process, they may reapply for assistance;
- E. Have a family member who was evicted from federally assisted housing within the past five years for any reason other than the non-payment of rent. The five year limit is based on the date of such eviction, not the date the crime was committed.

However, the Allegheny County Housing Authority may admit the household if the PHA determines:

- 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Allegheny County Housing Authority; or

2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in illegal use of a drug;
  - G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents (family will be denied for three years);
  - H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine (this will result in lifetime denial of assistance);
  - I. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents (family will be denied for three years);
  - J. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees (family will be denied for three years);
  - K. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety or well-being of other tenants or staff or cause damage to the property.

For the purpose of this Policy, if any adult member of the applicant family is determined by the Allegheny County Housing Authority on a case-by-case basis to have committed any of the following listed offenses, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity. While juvenile criminal records will not be routinely monitored, if the Allegheny County Housing Authority becomes aware that a juvenile has committed a non-sex-related crime, it reserves the right to deny admission to that person.

Offenses Involving Danger to the Person that warrant a 10 year ban:

1. Aggravated Assault
2. Robbery
3. “Rocco’s Law”
4. Act 33 offenses



Drug Offenses that warrant a 5 year ban:

1. Possession of a Controlled Substance

Drug Offenses that warrant a 10 year ban:

1. Possession with the Intent to Deliver a Controlled Substance
2. The Manufacturing of any Controlled Substance or New Drug
3. Act 33 offenses

Offenses Against Property that warrant a 5 year ban:

1. Causing or Risking a Catastrophe
2. Criminal Mischief (when amount exceeds \$5,000)

Burglary and other Criminal Intrusion that warrant a 5 year ban:

1. Burglary

Theft and Related Offenses – felonies only - that warrant a 5 year ban:

1. Theft by Unlawful Taking or Disposition
2. Theft by Deception
3. Theft by Extortion
4. Theft of Services
5. Theft of Leased Property
6. Theft by Failure to Make Required Disposition of Funds Received
7. Forgery
8. Access Device Fraud
9. Identity Theft

Other Offenses that warrant a 5 year ban:

1. Disarming a Law Enforcement Officer
2. Endangering the welfare of a child
3. Reckless Endangerment of Another Person

This section also bars admission of any applicant that is currently charged with or convicted of attempt, conspiracy or solicitation to commit any of the offenses listed in Section 4.8 K.

- L Denial for Firearms – Have a conviction in the last ten (10) years, or are currently charged with violating the Pennsylvania Uniform Firearms Act of 1995.
- M. Murder, Kidnapping and Arson – Have a conviction or is currently charged with Murder, Homicide, Manslaughter, and Act 33 offense, Kidnapping or Arson. Assistance will also be denied to applicants who have a conviction or are currently charged with Criminal Attempt, Solicitation, or Conspiracy with regard to the crimes previously listed in this paragraph.
- N. Denial for Individuals Registered as a Sex Offender in Pennsylvania. Any adult or juvenile household member listed as a registered sex offender in Pennsylvania for a sexual offense listed in 42 Pa.C.S.A. §9799.14 will be denied as follows:
  - 1. 15 years from the date the individual is required to register, or began registration, whichever is longer, for an offense listed as Tier I Sexual Offense in 42 Pa.C.S.A. §9799.14;
  - 2. 25 years from the date the individual is required to register, or began registration, whichever is longer, for an offense listed as a Tier II Sexual Offense in 42 Pa.C.S.A. §9799.14;
  - 3. Lifetime for an individual required to register for an offense listed as a Tier III Sexual Offense in 42 Pa.C.S.A. §9799.14.
- O. Denial for Individuals Registered as a Sex Offender in Another State. Any adult or juvenile household member listed as a registered sex offender on the US Department of Justice’s Dru Sjodin National Sex offender website will be denied as follows:
  - 1. Individuals convicted of a similar offense to those enumerated as a Tier I Sexual Offense in 42 PA.C.S.A. §9799.14 will be denied for 15 years from the date the individual is required to register, or began registration, whichever is longer;
  - 2. Individuals convicted of a similar offense to those enumerated as a Tier II Sexual Offense in 42 PA.C.S.A. §9799.14 will be denied for 25 years from the date the individual is required to register, or began registration, whichever is longer;
  - 3. Individuals convicted of a similar offense to those enumerated as a Tier III Sexual Offense in 42 PA.C.S.A. §9799.14 will be denied for life.
- P. Denial for Failure to Register as a Sex Offender When Required. Any adult or juvenile household member who fails to register as a sex offender when required to do so pursuant to any state sex offender statute will be denied admission.

- Q. Denial for Other Sex Offenders. Admission will be denied to any household member currently charged with or convicted in the last ten (10) years of the projected date of admission of any offense listed as a sexual offense in Pennsylvania Consolidated Statutes Annotated, or a conviction in another state of a similar offense.
- R. Denial for Sex Offenses Committed Prior to 1995. Any household member convicted of an offense designated as a sexual offense under Pennsylvania Consolidated Statutes Annotated, or of a sexual offense in another state similar to a Pennsylvania sexual offense, which, if convicted after 1995, would require the individual to register as a sex offender, will be denied as follows:
1. Individuals convicted of an offense enumerated as a Tier II Sexual Offense in 42 PA.C.S.A. §9799.14, or an offense similar to those enumerated as a Tier II Sexual Offense, will be denied for 25 years from the date of conviction or from the date of their release from incarceration, whichever is longer;
  2. Individuals convicted of an offense enumerated as a Tier III Sexual Offense in 42 PA.C.S.A. §9799.14, or an offense similar to those enumerated as a Tier III Sexual Offense, will be denied for life.
- S. Were terminated from or found to have violated any family obligation under any program subsidized under Section 8 of the 1937 United States Housing Act (Housing Choice Voucher Program) in the last five years.
- T. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program (family will be denied for five years before they are eligible to reapply for assistance);
- U. Currently owes rent or other amounts to the Allegheny County Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act and listed on the Debts Owed report in EIV. Applicant will be given 30 days from date of denial to repay the debt owed prior to termination from the waiting list. Denial will be upheld until debt is paid, once paid the family may re-apply for assistance if the waiting list is open. In addition, if a family currently resides in an Allegheny County Housing Authority public housing unit, the family may not actually move with a voucher while owing an outstanding balance of any sort to the public housing community. The family will be notified by the Property Manager of the amount of delinquent balance when they receive a voucher. The family must pay the entire balance before a Request For Tenancy Approval (RFTA) will be processed. If the family moves into a property that has not been approved for contract, the family will not be subsidized. Once the family has leased under the voucher program, if there are

any subsequent charges owed to Allegheny County public housing program, the family will be given one year to pay such charges or the voucher will be revoked.

- V. Have not reimbursed any Housing Authority 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. Denial will be upheld until debt is paid, once paid the family may re-apply for assistance if the waiting list is open;
- W. Have breached an agreement with Allegheny County Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. Denial will be upheld until debt is paid, once paid the family may re-apply for assistance if the waiting list is open;
- X. Have engaged in or threatened abusive or violent behavior towards any Allegheny County Housing Authority staff member or resident (denial will be for five years);
- Y. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.
- Z. New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue.

For denying an admission based on any criminal activity, an arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the Allegheny County Housing Authority denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The Allegheny County Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If the Allegheny County Housing Authority denies admission to the Allegheny County Housing Authority's Housing Choice Voucher program on the basis of a criminal record, the Allegheny County Housing Authority will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the

Allegheny County Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

The Allegheny County Housing Authority will deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for a period of 30 days pending disclosure of requested information.

If an applicant is denied admission due to a current criminal charge that is later dismissed, withdrawn, or where the applicant is found not-guilty; the applicant shall be reinstated to the waiting list as of the date they originally attempted to apply if requested within 90 days of the dismissal, withdrawal, or finding of not guilty.

#### **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Allegheny County Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Allegheny County Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Allegheny County Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Allegheny County Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

#### **4.10 INFORMAL REVIEW**

If the Allegheny County Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Allegheny County Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Allegheny County Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 15.2 of this Plan.

## **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

## **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

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

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Allegheny County Housing Authority will use the assistance for those families. If this occurs, the Allegheny County Housing Authority will maintain records demonstrating that these targeted housing choice vouchers were used appropriately. When one of these targeted vouchers turns over, the voucher shall be issued to applicants with the same specific characteristic as the targeted program describes.

## **5.2 PREFERENCES**

The Allegheny County Housing Authority, according to our local needs and preferences, will select families based on the following preferences:

Category 1 Preferences: (1) Applicants for whom a law enforcement agency is seeking housing as an accommodation for its witness protection or confidential informant programs; and (2) victims of domestic violence. Preferences in this Category have equal priority.

Category 2 Preference: Residents of the Allegheny County Housing Authority public housing program asked to move due to the modernization of his or her unit or community regardless of whether the waiting list is open or closed.

Category 3 Preference: Successful graduates of the Allegheny County Housing Authority public housing Family Self-Sufficiency Program regardless of whether the waiting list is open or closed.

Category 4 Preference: Veterans with an honorable discharge.

Category 5 Preference: Homeless preference to permit no more than 50 vouchers to be given to families experiencing homelessness with or without disabilities. All applicants must be referred through the Allegheny County Department of Human Services.

Preferences listed in Category 1 have priority over preferences listed in Category 2 and will therefore be offered housing before those listed in Category 2, and the same is true for the other Categories. The date and time of application will be noted on each application and will be utilized to determine the sequence that each individual with a preference is offered housing within the categories.

If an applicant qualifies for multiple categories, the highest one will control.

A preference does not guarantee admission. The applicant must still meet the Allegheny County Housing Authority's eligibility and screening criteria.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household does not qualify for the preference of victim of domestic violence.

The Allegheny County Housing Authority will not penalize a family in admission to the program, solely because the family resides in public housing.

### **5.2.1 Federal Disasters**

In the case of a federally declared disaster, the Allegheny County Housing Authority reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.”

### **5.3 *SELECTION FROM THE WAITING LIST***

Applicants with a preference shall be housed before applicants without one of the preferences for both the Section 8 Tenant Based Assistance Program and the Section 8 Project-Based Assistance Program. There shall be no priority between the preferences. The date and time of application will be noted and utilized to determine the sequence within applicants with or without one of the preferences.

For purposes of the Project-Based Section 8 Assistance Program, if an applicant is removed from the Project-Based Assistance Program waiting list, because of the rejection of an offer of a unit, the rejection will not alter the applicants' position on the Section 8 Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based Section 8 Assistance Program. The owner must promptly notify the Allegheny County Housing Authority in writing any rejected applicant of the grounds for any rejection.

Under this plan, the first qualified applicant in sequence on the Section 8 Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the available unit size available. If the available unit being offered is specifically designed for persons with mobility, sight and/or hearing impairments (referred to as accessible units), the Allegheny County Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation. Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit

offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she would have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Allegheny Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

All Section 8 Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the Section 8 Project-Based Assistance Program waiting list.

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

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

## **ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

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

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



4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood. This will be considered only upon verification by birth certificates.

In determining bedroom size, the Allegheny County Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

- A. Children of the opposite sex, both under the age of six (6), will share a bedroom.
- B. Children of the same sex under the age of 19 will share a bedroom.
- C. Persons of different generations will not be required to share a bedroom.
- D. Live-in aides will get a separate bedroom. Live-in Aides must attend all annual and special appointments and must provide a current identification and show proof of residency in the subsidized unit after the first year. The Allegheny County Housing Authority will not approve an unidentified live-in aide, or a larger unit that the family qualifies for under the Allegheny County Housing Authority subsidy standards for an unidentified live-in aide in accordance with regulatory provisions.
- E. When a participating family has a reduction in family size, the occupancy guidelines listed in the above table will govern the voucher size until either the family moves or the next annual re-examination occurs. At that time, the family will have their voucher size reduced.

The Allegheny County Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a disability or a medical reason why the larger size is necessary.

The family unit size will be determined by the Allegheny County Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open. The decision of which new family takes which position must be made by the applicants.

## **6.1 BRIEFING**

### **A. Tenant Based Assistance**

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

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

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
4. Types of eligible housing, housing including Special Housing types that may be used to accommodate a family with a disability and as defined in 24 CFR 982.601;
5. An explanation of how portability works, including how the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, and other elements of the portability process that could affect the family's assistance. The Allegheny County Housing Authority will not discourage

the family from choosing to live anywhere in or outside its jurisdiction under portability procedures, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order;

6. An explanation of the advantages of living in an area that does not have a high concentration of poor families including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas;
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from its own funds;
8. For a welfare-to-work family, the Allegheny County Housing Authority will include specification of any local obligations of a welfare-to-work family and an explanation that failure to meet these obligations is grounds for the Allegheny County Housing Authority to deny or terminate assistance.
9. An explanation of both the homeownership and Family Self-Sufficiency Programs;
10. An explanation of the preference given by the public housing program for people in good standing who voluntarily surrender their voucher;
11. An explanation of opportunities outside areas of poverty or minority concentration both within its jurisdiction and neighboring its jurisdiction; and
12. An explanation of information contained in the Housing Choice Voucher packet.

B. Project-Based Assistance

When the Allegheny County Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Allegheny County Housing Authority will furnish such aids where

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

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. The fact that the subsidy is tied to the unit. After the initial 12-month period, that the family has the right to move and be issued a tenant based voucher.

## **6.2 PACKET**

### **A. Tenant Based Assistance**

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

1. The term of the housing choice voucher and the Housing Authority's policy on extensions and how suspensions of the term work under HUD's regulation. The packet will include information on how to request an extension and forms for requesting extensions;
2. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
3. Information on how the payment standard is determined, exception payment standard rent areas, and the utility allowance schedule;
4. How the Housing Authority determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works, including how the family's assistance can be affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, other elements of the portability process that could affect the family's assistance, and a list of

portability contact persons for neighboring housing agencies, with the name, address, and telephone number of each.

6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
7. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
8. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses.
9. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
10. The HUD brochure on how to select a unit ("A Good Place to Live") and any other information HUD provides on the subject;
11. The HUD-required lead-based paint brochure;
12. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
13. A list of landlords or other resources (such as newspapers, organizations, and online search tools) known to the Allegheny County Housing Authority who may be willing to lease a unit to the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;
14. If the family includes a person with disabilities, the current ACHA list of units available for rent will include any accessible units known to Allegheny County Housing Authority;
15. The family's obligations under the program;
16. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
17. Allegheny County Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the

opportunity for an informal hearing, and information on how to request a hearing;

18. Upon request the Allegheny County Housing Authority will provide an owner or applicant with an information packet;
19. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act;
20. A written explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas;
21. Information about the preference given by the public housing program for people in good standing who voluntarily surrender their voucher;
22. Maps that show various areas with housing opportunities outside areas of poverty or minority concentration both within its jurisdiction and neighboring its jurisdiction;
23. In addition to the maps, the Allegheny County Housing Authority will disseminate information about the characteristics of those areas, which will include information about job opportunities, schools, transportation and other services in these areas;
24. Information on prohibition against leasing from a relative, unless needed as a reasonable accommodation; and
25. Information on how to request a utility allowance exception if needed as a reasonable accommodation.

B. Project-Based Assistance

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

1. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);
2. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure

statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

3. The HUD-required lead-based paint brochure;
4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
5. The family and owner responsibilities under the lease and HAP contract;
6. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
7. Allegheny County Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
8. A Notice to participants of the availability of mobility counseling.
9. Information on reasonable accommodation allowances such as modification of the utility allowance and leasing from relatives.

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

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Allegheny County Housing Authority will issue the housing choice voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and/or the owner will complete the Request for Tenancy Approval form and provide a proposed lease agreement with the HUD required tenancy addendum attached. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The proposed lease, verifications of paid property taxes, proof of ownership with a copy of an executed management agreement (if necessary), a copy of a Borough passed occupancy permit (if required by the Borough) and the Request for Tenancy Approval form will be submitted by the owner prior to tenancy approval and contract preparation.

The family may submit the proposed lease and the request form to the Housing Authority during the term of the housing choice voucher.

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

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

Additional screening is the responsibility of the owner.

#### **6.4 TERM OF THE HOUSING CHOICE VOUCHER**

The initial term of the voucher will be 60 calendar days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions may not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority may grant the length of request sought by the family or 60 calendar days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time.

At the Allegheny County Housing Authority's discretion, extensions to reissuances of vouchers may be considered beyond 120 days on a case by case basis.



Initial inspections – no show – if the voucher expires and the Inspector cannot gain entry into the unit for inspection, the owner will be given a re-scheduled date within one calendar week. If there are 2 non-entries to the unit, and the voucher has expired and the landlord has contacted the ACHA indicating non-participation, the voucher will expire.

Initial inspections – if the unit is not vacant upon the Request for Tenancy, and the voucher subsequently expires, the unit will not be inspected and the voucher will be expired and the tenant will not be given an extension without an approved reasonable accommodation.

Initial inspections – any negotiations with the landlord regarding rental amounts or paid taxes must be completed prior to voucher expiration. If the landlord does not send proof of paid taxes with the RFTA, he/she will be given 5 days to submit. This information will be communicated to the applicant thereby giving them an opportunity to find another unit. After 5 days the RFTA is voided and if the voucher is expired, the tenant will not be given an extension without an approved reasonable accommodation.

If a family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again at the bottom of the waiting list. If the waiting list is closed, they must wait until the Allegheny County Housing Authority is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.

## **6.5 APPROVAL TO LEASE A UNIT**

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

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following:
  - 1. The names of the owner and the resident;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal);
  - 4. The amount of the monthly rent to owner;
  - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;

- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner certifies that he or she is not in a conflict of interest situation with the resident;
- G. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- H. The family continues to meet all eligibility and screening criteria.
- I. The owner has provided verification that all property taxes (county, local and school) have been paid.

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

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

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and resident sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 calendar days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

## **6.6 ALLEGHENY COUNTY HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Housing Authority will deny participation by an owner at the direction of HUD (one who has been debarred, suspended or is subject to a limited denial of participation). The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract for a period of 5 years after violation;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments;
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by residents, Allegheny County Housing Authority employees or owner employees; or
  - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family of an applicant seeking the initial use of a housing choice voucher (currently shopping) unless the Allegheny County Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
- I. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or

- J. Other conflicts of interest under Federal, State, or local law.

**6.7 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

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

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

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

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

- A. Single family dwellings

- B. Apartments, townhouses or row houses
- C. Manufactured housing
- D. Manufactured home space rentals

If a property has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. In this situation, rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the project-based units as long as it is within the Allegheny County Housing Authority's payment standard. Also, the Allegheny County Housing Authority's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, the Allegheny County Housing Authority will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.

## **6.8 SECURITY DEPOSIT**

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

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

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

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

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

The following rules apply to participant families wanting to move to a new unit. During the initial one year lease term, the move must be necessitated by a reason other than family choice. The family must also obtain mutual rescission from the landlord and approval from the Allegheny County Housing Authority to move during the initial one year lease term.

During any subsequent lease term, the family must obtain mutual rescission from the landlord. If a family has been granted a reasonable accommodation and the current unit does not provide the necessary features needed, the family will receive a moving voucher regardless of whether a mutual rescission is obtained. A family may move at the end of a subsequent lease term if the family has provided the landlord and the Allegheny County Housing Authority with 60 days prior written notice of their intent to move (unless the lease specifics a different notice period). If a subsequent lease term has ended and is not renewed by either mutual agreement of the family and the landlord or by the terms of the lease, the family may move if they have provided 60 days prior written notice to the landlord and the Allegheny County Housing Authority of their intent to move.

Families are not permitted to obtain a voucher more than once during a 12 month period unless the move is necessitated by a reason other than family choice. If a family wishes to move more than once during a 12 month period, the Allegheny County Housing Authority must approve the move and the family must obtain mutual rescission from the landlord.

If a participant family is in otherwise good standing and is not in violation of a participant obligation, the family may be permitted to move if the owner has given the resident a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the tenant.

Participant families are also allowed to move if the Allegheny County Housing Authority terminates the HAP Contract or if there is insufficient funding for continued assistance.

Participant families may be denied permission to move under any of the above circumstances if the family owes money to the Allegheny County Housing Authority or another Housing Authority, is in violation of a participant obligation or pursuant to 24 CFR §982.552. In the event that a new voucher has been issued prior to the Allegheny County Housing Authority becoming aware of a program violation, the family may not utilize the new voucher until the problem with the current or previous landlord is resolved. The Allegheny County Housing Authority expressly reserves the right to revoke the Housing Choice Voucher and its benefits if it is issued before the ACHA becomes aware of the program violation.

Participant families that are assisted with project-based assistance may move from the assisted building, and retain federal housing assistance if the assisted family has occupied the dwelling unit with the project-based voucher assistance for 12 months and has given the owner proper notice to vacate. The Allegheny County Housing Authority must provide the family with a Housing Choice Voucher. If no such assistance is available at the time the family moves, the Allegheny County Housing Authority will give the family priority to receive the next available tenant based voucher. Vouchers under funding allocations targeted by HUD for special purposes (e.g., Family Unification, Mainstream, Welfare-to-Work) are not available for this purpose, since they are required to be used only for the targeted purpose.

This policy is consistent with all civil rights laws and regulations.

### **7.1 WHEN A FAMILY MAY OR MAY NOT MOVE**

For families already participating in the Housing Choice Voucher Program, the Allegheny County Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the resident a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant; or
- C. The participant has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner).
- D. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member. The Allegheny County Housing Authority will not terminate assistance if the family, with or without prior notification to the housing authority, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the dwelling unit.

For families already participating in the Housing Choice Voucher Program, the Allegheny County Housing Authority will not allow the family to move to a new unit if:

- A. The family is not income eligible in the receiving agency's jurisdiction; or
- B. The family has moved out of their unit in violation of the lease unless the reason for the move is to protect a victim of VAWA who is otherwise in full compliance with all other program requirements and reasonable believed to be in imminent danger from the abuser.

For families already participating in the Housing Choice Voucher Program, the Allegheny County Housing Authority may deny a family's request to move to a new unit:

- A. If the family violates any family obligations under the program;
- B. If any member of the family has been evicted from federally assisted housing in the last five years;

- C. If a PHA has ever terminated assistance under the program for any member of the family;
- D. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- E. If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- F. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- G. If the family breaches an agreement with the 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 a PHA. The PHA may prescribe the terms of the agreement.);
- H. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation;
- I. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel;
- J. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program;
- K. If the family has been engaged in criminal activity or alcohol abuse
- L. If the family does not comply with our policy on the timing and frequency of moves.
- M. If the family is not eligible to portability due to being a nonresident when admitted to the program; or
- N. If the Allegheny County Housing Authority has insufficient funding for continued assistance to the family.
  - 1. A voucher cannot be rescinded if the Allegheny County Housing Authority has approved a move, subsequently finds out a funding shortfall will occur and the family cannot remain in its old unit (e.g. the unit has already been leased to another family).



2. Under portability, an initial housing authority cannot terminate a portability unit because it is not a party to the HAP contract.

## **7.2 PROCEDURES REGARDING FAMILY MOVES**

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

This briefing is intended to provide the following:

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

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

The family is required to give the Allegheny County Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Allegheny County Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

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

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

## **8.0 PORTABILITY**

### **8.1 *GENERAL POLICIES OF THE ALLEGHENY COUNTY HOUSING AUTHORITY***

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

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

A family's eligibility to exercise the portability option is to be determined by the Initial Housing Authority.

If a family chooses to port to another housing authority's jurisdiction, the Initial Housing Authority shall inform the family that it may be re-screened by the Receiving Housing Authority and may lose its assistance if the family fails to meet the Receiving Housing Authority's screening criteria.

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Allegheny County Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Allegheny County Housing Authority may consider allowing more than one move in a 12-month period. This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered. If more than one housing authority operates a Housing Choice Voucher in the jurisdiction where the participant is moving, the participant may choose which housing authority the participant wants to administer the voucher.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the Allegheny County Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract. This will not apply if the family has complied with all program requirements and the family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

Any of the above general policies will be waived by the Allegheny County Housing Authority in order to help participants who are compliant with their existing leases but who reasonably believe they need to move to protect the health and/or safety of a victim of domestic violence, dating violence, sexual assault, or stalking. In order to exercise this waiver, the participant shall provide the Allegheny County Housing Authority with appropriate verification. Types of acceptable verifications are outlined in Section 17.2 of this Section 8 Administrative Plan, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

To the degree possible, portability moves will be utilized to affirmatively further fair housing.

## **8.2 INCOME ELIGIBILITY**

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

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

### **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a housing choice voucher. If there is more than one such housing authority, the family may choose which housing authority shall become the Receiving Housing Authority. The Initial Housing Authority shall provide the family with the appropriate contact information for the Receiving Housing Authority.

### **8.4 PORTABILITY PROCEDURES**

- A. When the Allegheny County Housing Authority is the Initial Housing Authority:
  - 1. The Allegheny County Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  - 2. The Allegheny County Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant and otherwise eligible to move.
  - 3. The Allegheny County Housing Authority will promptly notify the receiving PHA to expect the incoming family; typically by telephone, fax, or email.
  - 4. The Allegheny County Housing Authority will, within 48 hours, notify the Receiving Housing Authority to expect the family via email or other delivery confirmation...
  - 5. The Allegheny County Housing Authority will complete Part I of the Form HUD-52665 and mail, fax or scan and email to the receiving PHA, along with a copy of the family's voucher issued by the initial PHA, a current copy of Form HUD-50058, copies of the income verification backing up the form, and a copy of the family's voucher. In the case of an applicant, the Allegheny County Housing Authority will provide the family information and income information to the receiving PHA in a

format similar to the Form HUD-50058. It shall also provide any verification information and a copy of the voucher signed by the participant and the Allegheny County Housing Authority.

6. The Allegheny County Housing Authority must receive the initial billing submission no later than 60 days following the expiration date of the family voucher issued by the Allegheny County Housing Authority. If the Allegheny County Housing Authority has not received a billing notice by the deadline, the Allegheny County Housing Authority will contact the receiving PHA to determine the status of the family if the Allegheny County Housing Authority intends not to honor a late billing submission.

If the receiving PHA reports that the family is not yet under HAP contract, the Allegheny County Housing Authority may inform the receiving PHA they will not accept any subsequent billing on behalf of the family. Once the Allegheny County Housing Authority has so notified the receiving PHA, the Allegheny County Housing Authority is not required to honor any billing notice after the billing deadline. If the Allegheny County Housing Authority still subsequently receives a late billing notice on behalf of the family, it will return the late Form HUD-52665 to the receiving PHA, and the receiving PHA must absorb the family.

7. The Allegheny County Housing Authority is generally not obligated to honor initial billings that are postmarked, e-mailed or faxed more than 10 working days after the date the HAP contract is executed. The Allegheny County Housing Authority will immediately inform the receiving PHA in writing of its decision not to accept the late billing submission. The Allegheny County Housing Authority has the discretion to accept late billing submissions, if they so choose.

B. When the Allegheny County Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Allegheny County Housing Authority, the Allegheny County Housing Authority will within ten (10) business days of HAP contract execution (not its effective date) inform the Initial Housing Authority via email or other delivery confirmation that it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner (10 business days or less of the date the HAP contract is executed) will accomplish this. If the family is absorbed, the Allegheny County Housing Authority will also send the Initial Housing Authority a new HUD Form 50058.

2. The Allegheny County Housing Authority will issue a voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the Allegheny County Housing Authority will contact the Initial Housing Authority to determine whether it will extend the voucher or if the family shall be referred back to the Initial Housing Authority). The term of the Allegheny County Housing Authority's voucher will not expire before 30 calendar days after the expiration date of any Initial Housing Authority's housing choice voucher. The Allegheny County Housing Authority will determine whether to extend the housing choice voucher term. The decision to extend will take into account the Allegheny County Housing Authority's existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665. If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to the Allegheny County Housing Authority during the term of the Allegheny County Housing Authority's housing choice voucher. If the Allegheny County Housing Authority has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract before the billing deadline date.

The Allegheny County Housing Authority will conduct its own background check and/or conduct a new income re-examination on a family that has already received housing assistance payments under the initial PHA. These background checks will be performed in accordance with Sections 3.2F and 4.8. However, the Allegheny County Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit until those processes are completed. However, the Allegheny County Housing Authority may take subsequent action (e.g., recalculating the HAP payment based on updated income information; terminating the family's participation in the program due to criminal background or failing to disclose necessary information) against the family based on the results. In the case of an applicant family, the Allegheny County Housing Authority may delay issuing or otherwise delay approval of a unit only if the re-examination is necessary to determine income eligibility.

3. The Allegheny County Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Allegheny County Housing Authority's subsidy standards. If we want to do so, the Allegheny County Housing Authority reserves the right to conduct an income reexamination for a participant

family. Also, when a receiving housing authority, the Allegheny County Housing Authority's policies will govern the ported voucher.

4. The Allegheny County Housing Authority will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher. In any event the Allegheny County Housing Authority will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, the Allegheny County Housing Authority will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if the Allegheny County Housing Authority intends to bill the Initial Housing Authority.
5. In order to provide tenant-based assistance for portable families, the Allegheny County Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Allegheny County Housing Authority may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.
6. The Allegheny County Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
7. As the receiving housing authority, the Allegheny County Housing Authority will accept all eligible portability families, with limited exceptions. If an exception is utilized, the Allegheny County Housing Authority will seek prior written approval from HUD.
8. If a family is denied admission to the program, the participant is entitled to request an informal hearing.
9. If the family decides not to lease in our jurisdiction, it shall be referred back to the Initial Housing Authority.

C. Absorption by the Allegheny County Housing Authority

If funding is available under the consolidated ACC for the Allegheny County Housing Authority's Housing Choice Voucher Program when the portable family is received, the Allegheny County Housing Authority may absorb the family into its Housing Choice Voucher Program. The decision to absorb or not will be made

on a case-by-case basis and will solely be the decision of the Allegheny County Housing Authority. If absorbed, the family is assisted with funds available under the consolidated ACC for the Allegheny County Housing Authority's Tenant-Based Program. The decision to absorb, or not, will be communicated in writing to the initial housing authority as soon as possible. A decision to absorb is irreversible without the permission of the initial housing authority.

D. Portability Billing

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees as long as all HUD required deadlines have been compiled with. The billing procedure will be as follows:

The Allegheny County Housing Authority will promptly inform the initial PHA if it intends to absorb or bill. The Allegheny County Housing Authority will send Part II of Form HUD 52665 to the initial PHA. If the Allegheny County Housing Authority decides to bill the initial PHA, the Allegheny County Housing Authority will not only complete Part II of the Form HUD 52665, but will attach a copy of the new Form HUD 50058 before returning to the initial PHA. The Allegheny County Housing Authority must complete and mail (which may include electronic mail or fax) Part II of the form within 10 working days from the date a HAP contract is executed on behalf of a family.

1. As the Initial Housing Authority, the Allegheny County Housing Authority will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family in a form and manner the Receiving Housing Authority is able and willing to accept. Payments made after the first payment shall be sent in time for the Receiving Housing Authority to receive the payment no later than the fifth working day of the month. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
2. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for the lesser of 80% of its prorated column B administrative fee, 100% of the Receiving Housing Authority's normal column B administrative fee, or a negotiated amount that both housing authorities agree to of the Initial Housing Authority's ongoing administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing



Authority. If HUD is prorating the administrative fee, the prorated amount will be used.

E. When a Portable Family Moves

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

F. On-going Responsibilities as a Receiving Housing Authority

When the Allegheny County Housing Authority is a receiving agency it will:

1. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification so the Initial Housing Authority can reconcile it with its records.
2. Send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount with ten (10) business days of the effective date of any change in the billing amount. If the Receiving Housing Authority fails to update the 50058 on time, the Initial Housing Authority will continue payments based on the last 50058 received.
3. If the Allegheny County Housing Authority decides to absorb a family it had previously been billing for, it shall notify the Initial Housing Authority within ten (10) business days following the effective date of the termination of the billing arrangement.
4. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.
5. Any special purpose vouchers shall retain their original character and rules.
6. Retain copies of all communication between Initial and Receiving Housing Authorities.

## **9.0 DETERMINATION OF FAMILY INCOME**

## **9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME**

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

## **9.2 INCOME**

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

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

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Allegheny County Housing Authority believes that past income is the best available indicator of expected future income, the actual past annual income from the previous year listed on HUD computer reports will be utilized and rent will be calculated from this.

B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR 5.609:

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

property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. Welfare assistance payments
    - i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
      - (1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
      - (2). Are not otherwise excluded under paragraph Section 9.3 of this Plan.
    - ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is

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

- (1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (2). The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed welfare income.

- 1). A family's annual income includes the amount of imputed welfare income (because of welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Allegheny County Housing Authority by the welfare agency), plus the total amount of other annual income.
- 2). At the request of the Allegheny County Housing Authority, the welfare agency will inform the Allegheny County Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Allegheny County Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Allegheny County Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- 3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Allegheny County Housing Authority by the welfare agency).

- 4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- 5). The Allegheny County Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- 6). If a participant is not satisfied that the Allegheny County Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Allegheny County Housing Authority denies the family's request to modify such amount, then the Allegheny County Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Allegheny County Housing Authority's determination of the amount of imputed welfare income. The Allegheny County Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- 7). Relations with welfare agencies
  - a). The Allegheny County Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Allegheny County Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  - b). The Allegheny County Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare

benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the Allegheny County Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

c), Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Allegheny County Housing Authority shall rely on the welfare agency notice to the Allegheny County Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
9. If a participant purchases a home using the Section 8 Homeownership option, if one is offered by the Allegheny County Housing Authority, the value of this asset shall be excluded from the income calculation for the first ten years of ownership from the closing date. For all re-certifications occurring after ten years of ownership, the value of the asset shall equal the fair market value of the property minus any loans on the property and minus 10% of the fair market value of the property (expenses to convert to cash as determined by PIH Notice 2012-3).

The fair market value of the property will be determined by the assessed value as determined by the City, Town or Village Assessor if the assessed value is made at market value. This market value will be obtained by reviewing and documenting the local assessment roll or the owner's most recent property tax bill. If a market value tax assessment is not available, then the Allegheny County Housing Authority will use the sales comparison method examining at least three comparable properties in the

surrounding (or similar) neighborhood that possess comparable factors that affect market value.

For determining the loans on the property, the Allegheny County Housing Authority will first try to verify the current payoff amount of the loan(s) included on the participant's monthly mortgage statement. If the payoff amount is not available, the Housing Authority may deduct the loan balance from the market value and document the file as to the method used.

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The amount of student financial assistance paid directly to the student or to the educational institution for tuition. For Section 8, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income. See definition of Tuition in Glossary.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- H. The amounts received from the following programs:
1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the Allegheny County Housing Authority's governing board. No resident may receive more than one such stipend during the same period of time;
  5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  6. Temporary, nonrecurring, or sporadic income (including gifts). **This specifically includes temporary income payments from the U. S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment;**
  7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);



9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
- c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
- g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion

does not include proceeds of gaming operations regulated by the Commission;

- h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
- i. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- p. Any allowance paid under the provisions of 38 U.S.C. 1883(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- t. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
- v. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269, 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
- w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.) for a period of one year from

the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);

- x. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

The Allegheny County Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

#### **9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed 50% of gross family income. A larger deduction can

be approved as a reasonable accommodation.

If the childcare provider is an unlicensed individual, the individual must provide their Social Security Number and a notarized statement of the amount that is being charged.

Childcare for School: The ACHA will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours attending school (with the addition of some travel time to and from school) versus the number of hours claimed for childcare.

- E. For persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
  2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
  3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income. **[IT CAN BE ANYTHING FROM 50% TO 100% AT THE DISCRETION OF THE AGENCY. WE RECOMMEND 50%]**

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. This is true if it is implemented prior to xxxxxxxx. After that date, the lifetime Disregard will end 24 months after it began.

## **9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) calendar days of receipt by the participant.

- B. The Director of the Housing Choice Voucher Program or the Director’s designee shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
  
- C. After the reconciliation is complete, the Allegheny County Housing Authority shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the Allegheny County Housing Authority shall do one of the following:
  - 1. Immediately collect the back over paid assistance paid by the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the participant from the program for failure to report income; or
  - 4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

**9.6 COOPERATING WITH WELFARE AGENCIES**

The Allegheny County Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
  
- B. To provide written verification to the Allegheny County Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

**9.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES**

The Allegheny County Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Allegheny County Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify Allegheny County Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Allegheny County Housing Authority's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

## **10.0 VERIFICATION**

The Allegheny County Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

For a family with net assets equal to or less than \$5,000, the Allegheny County Housing Authority will accept, for purposes of recertification of income, a family's written declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount will be included in the family's income. The Allegheny County Housing Authority will obtain third-party verification of all family assets every 3 years.

### **10.1 ACCEPTABLE METHODS OF VERIFICATION**

UIV will be used to the maximum extent possible when conducting mandatory examinations and interim examinations of family income and composition.

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

**1. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The Allegheny County Housing Authority will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Discrepancy Report, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**



- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

The Allegheny County Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until the Allegheny County Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Allegheny County Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the Allegheny County Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. The Allegheny County Housing Authority is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data. All wage, unemployment, employment, and new hire information shall be destroyed no later than two years from the date it is received.

The Allegheny County Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

## **2. Third-Party Written Verifications**

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or the Allegheny County Housing Authority request date. Such documentation may be in the possession of the participant (or applicant), and is commonly referred to as participant-provided documents. It is the HUD's position that such participant-provided documents are written third-party verification since these documents originated from a third-party source. The Allegheny County Housing Authority may, at its discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable participant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable participant-provided documents will be used for income and rent determinations.

The Allegheny County Housing Authority will obtain at least two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the Allegheny County Housing Authority will project income based on the information from a traditional written third-party verification form or the best available information.

**Note:** Documents older than 60 days (from the Allegheny County Housing Authority interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

### **3. Written Third-Party Verification Form**

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by the Allegheny County Housing Authority. The form is completed by the third-party by hand (in writing or typeset) when sent the form by the Allegheny County Housing Authority.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the

verification form may provide incomplete information; or some participants may collude with the third-party source to provide false information; or the participant intercepts the form and provides false information.

HUD requires the Allegheny County Housing Authority to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable participant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The Allegheny County Housing Authority will allow seven (7) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

#### **4. Third-Party Oral Verifications**

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

The Allegheny County Housing Authority will allow seven (7) calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

#### **5. Review of Documents**

When UIV, written and oral third-party verifications are not available within the seven (7) calendar day period allowed in paragraphs 3 and 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

#### **6. Self-Certification and Self-Declaration**

When UIV, written and oral third-party verifications are not available within the seven (7) calendar day period allowed in paragraphs 3 and 4 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a

statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, the Allegheny County Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

Level	Verification Technique	Ranking
6	<b>Up-front Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	<b>Up-front Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written Third-Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third-party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third party verification)

## 10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the Allegheny County Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other written documentation from a reliable third party	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	needed	
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets <sup>1</sup>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if	Bank deposits, other similar evidence

<sup>1</sup> A self-certification is acceptable for assets of \$1000 or less.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	grandmother pays day care provider, the day care provider could so state)	
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security no more than 60 calendar days old as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

### **10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS

documentation. The Allegheny County Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Allegheny County Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Allegheny County Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Allegheny County Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, every family member regardless of age must provide the Allegheny County Housing Authority with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number.

Any existing participant as of January 31, 2010 who has previously disclosed their SSN and HUD has determined the SSN to be valid does not need to provide social security verification. ACHA will confirm HUD's validation of the participant's SSN by viewing the household's *Summary Report* or the *Identity Verification Report* in the EIV system.



Once the individual's identity verification status is classified as Verified, the ACHA may, at its discretion, remove and destroy the copy of the documentation.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification. Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Allegheny County Housing Authority will accept an original document issued by a federal or state or local government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Allegheny County Housing Authority may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

#### ***10.5 TIMING OF VERIFICATION***

Verification must be dated within sixty (60) days of voucher issuance or one hundred and twenty days of re-examination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

#### ***10.6 FREQUENCY OF OBTAINING VERIFICATION***

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member, verification of Social Security Number will be obtained only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for

permanent residency. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination.

#### **10.7 DISCREPANCIES IN VERIFIED INFORMATION**

An EIV Income Report shall be pulled from the system before annual or interim reexamination are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the participant or a substantial difference (defined as \$2400 or more annually) in the reported income information, the Allegheny County Housing Authority will:

- A. Discuss the income discrepancy with the participant; and
- B. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
- C. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, the Allegheny County Housing Authority will request from the third party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively\*; and
- E. Take any other appropriate action.

\*The Allegheny County Housing Authority will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The participant will be provided an opportunity to contest the Allegheny County Housing Authority's determination of overpayment of the HAP. Participants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The participant may contest the findings in accordance with established grievance procedures. The Allegheny County Housing Authority will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between participant-reported and EIV-reported income information, the Allegheny County Housing Authority will obtain from the participant, any necessary documentation to complete the income determination process. As noted previously, the Allegheny County Housing Authority may reject any participant-provided documentation, if the Authority deems the documentation

unacceptable. Documentation provided by the participant will only be rejected for only the following reasons:

- A. The document is not an original; or
- B. The original document has been altered, mutilated, or is not legible; or
- C. The document appears to be a forged document (i.e. does not appear to be authentic).

The Allegheny County Housing Authority will explain to the participant, the reason(s) the submitted documents are not acceptable and request the participant to provide additional documentation. If at any time, the participant is unable to provide acceptable documentation that the Allegheny County Housing Authority deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to the Allegheny County Housing Authority.

If the third-party source does not respond to the Allegheny County Housing Authority's request for information, the Authority is required to document the participant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The Allegheny County Housing Authority will then pursue lower level verifications in accordance with the verification hierarchy.

#### **10.8 STREAMLINED INCOME DETERMINATION**

The Allegheny County Housing Authority has decided that any family member with a fixed source of income shall have his or her income determined for annual reexaminations using a streamlined income determination unless the family requests a third-part verification. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) (if there has been one announced that year) or current rate of interest to the previously verified or adjusted income amount.

“Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- A Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- B Federal, state, local, or private pension plans;

C Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or

D Any other source of income subject to adjustment by a verifiable COLA or current rate of interest and determined appropriate by the Allegheny County Housing Authority.

In the initial year, the Allegheny County Housing Authority will determine if any of the family member's sources of income are fixed. This determination shall be made by either:

1. comparing the amount of income from the fixed source(s) as indicated on the current year's EIV report or on a family provided document, to the amount generated during the prior year;
2. or by asking the resident.

If so, this shall be noted in the tenant file and the file shall state that this was determined. This shall be repeated for new sources of income reported by the resident to the Allegheny County Housing Authority.

The Allegheny County Housing Authority will use a COLA (if there has been one announced that year) or current rate of interest specific to the fixed source of income in order to adjust the income amount. The Allegheny County Housing Authority will verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the Allegheny County Housing Authority will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, the Allegheny County Housing Authority will obtain third-party verification of all income amounts every 3 years. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the Housing Authority must obtain third-party verification of all income amounts for that family member at the next reexamination if the Housing Authority wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

The Allegheny County Housing Authority will continue to **annually** conduct third-party verification of non-fixed sources of income (wages, salaries, etc.) and deductions (medical, etc.) where applicable for **all** family members. Also, the Allegheny County Housing Authority will continue to obtain family member signatures on the consent forms required by 24 CFR 5.230, as if this provision had not been adopted.

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1 GENERAL**

RESERVED

### **11.2 RENT REASONABLENESS**

#### **A. Tenant Based Assistance**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

1. Before any increase in rent to owner is approved. In no case however, will a rent increase be approved for more than 10% of the current rent without Management review and approval;
2. If 60 calendar days before the contract anniversary date there is a 10% decrease in the published FMR as compared to the previous FMR; and
3. If the Housing Authority or HUD directs that reasonableness be re-determined.

#### **B. Project-Based Assistance**

The Allegheny County Housing Authority will not enter an agreement to enter into a housing assistance payments contract until the Housing Authority determines that the initial rent to owner under the HAP contract is a reasonable rent.

### **11.3 COMPARABILITY**

#### **A. Tenant-Based Assistance**

In making a rent reasonableness determination, the Housing Authority will compare the real rent for the unit to the rent of comparable units in the same or comparable neighborhoods that are not assisted under any federal, state or local program. At least three comparable units will be utilized. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The result of this determination shall be documented in the participant's file.

The Allegheny County Housing Authority uses an automated Rent Reasonableness system to determine reasonable rents and comparability. The

system uses a point comparison method and averages rent and utility allowances of unassisted units to certify that the rent offered by the Housing Authority is a reasonable rent. Survey information of unassisted units in the rent reasonableness system is updated on an on-going basis using market surveys, newspaper and rental guides, information collected from owners, realtors, professional organizations, and other available sources.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

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

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

#### B. Project-Based Assistance

In making a rent reasonableness determination, the Allegheny County Housing Authority must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the Housing Authority must consider:

1. The location, quality, size, unit type, and age of the contract unit; and
2. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

##### a. Initial Rent

To determine that the initial rent to the owner is reasonable, the Housing Authority must use a qualified State-certified appraiser who has no direct or indirect interest in the property or otherwise.

For each unit type, the appraiser must submit a completed comparability analysis on Form HUD-92273 (Estimates of Market Rent by Comparison) for the Allegheny County Housing Authority review and approval. The appraisal must use at least three comparable units in the private unassisted market.

For units that are not HUD-insured or Housing Authority owned the Allegheny County Housing Authority approves the initial rent to owner.

For units that are insured or Housing Authority owned HUD must approve the initial rents.

b. Annual Adjustment of Rent to Owner

The Allegheny County Housing Authority at each annual anniversary date of the HAP contract must adjust the rent to owner in accordance with the following requirements:

- i. The owner must request a rent increase (including a comparability study to determine the amount of such increase) by written notice to the Housing Authority at least 120 days before the HAP contract anniversary.

The Allegheny County Housing Authority will not increase the rent at the annual anniversary unless:

- i. The owner requested the increase by the 120 day deadline;
- and
- ii. During the year before the contract anniversary, the owner complied with all requirements of the HAP contract, including compliance with the HQS for all contract units.

c. Amount of Annual Adjustment

The adjusted rent to owner (for AHAP's in existence prior to January 16, 2001) equals the lesser of:

- i. The pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor published by HUD in the Federal Register;
- ii. The reasonable rent as determined by the Allegheny Housing Authority in accordance with 24 CFR 983.256 as follows:
  1. In determining the annual adjustment of rent to owner, the adjusted rent to owner must not exceed a

reasonable rent as determined by the Allegheny County Housing Authority "comparability study."

2. The comparability study is an analysis of rents charged for comparable units. The Housing Authority comparability study must determine the reasonable rent for the contract units as compared with rents for comparable unassisted units. The adjusted rent for a contract unit may not exceed the reasonable rent as shown by the comparability study.
3. The comparability will include a completed comparability analysis for each unit type on Form HUD-92273 (Estimates of Market Rent by Comparison). The comparability study may be prepared by Housing Authority staff or by another qualified appraiser. The appraiser may not have any direct or indirect interest in the property or otherwise.
4. The comparability study must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units.
5. If the owner requests a rent increase by the 120-day deadline, the Housing Authority must submit a comparability study to the owner at least 60 days before the HAP contract anniversary.

iii. The rent requested by the owner.

For a HAP contract under an Agreement executed on or after June 1, 1998, the applicable factor is the published annual adjustment factor in effect 60 days before the HAP contract anniversary. For a HAP contract under an Agreement executed before June 1, 1998, the applicable factor is the published annual adjustment factor in effect on the contract anniversary date.

In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustment.



The rent to owner may be adjusted up or down but will not be less than the initial rent to owner except as necessary to correct errors in establishing the initial rent in accordance with HUD requirements.

For Allegheny County Housing Authority units, the Housing Authority must request HUD approval of the annual adjustment. The Housing Authority will not increase the rent at the annual anniversary until and unless HUD has reviewed the Housing Authority comparability study, and has approved the adjustment.

The adjusted rent to owner (for AHAP's as of January 16, 2001) is equal to:

- i. The reasonable rent as determined by the Allegheny Housing Authority in accordance with 24 CFR 983.256 as follows:
  1. In determining the annual adjustment of rent to owner, the adjusted rent to owner must not exceed a reasonable rent as determined by the Allegheny County Housing Authority "comparability study."
  2. The comparability study is an analysis of rents charged for comparable units. The Housing Authority comparability study must determine the reasonable rent for the contract units as compared with rents for comparable unassisted units. The adjusted rent for a contract unit may not exceed the reasonable rent as shown by the comparability study.
  3. The comparability will include a completed comparability analysis for each unit type on Form HUD-92273 (Estimates of Market Rent by Comparison). The comparability study may be prepared by Housing Authority staff or by another qualified appraiser. The appraiser may not have any direct or indirect interest in the property or otherwise.
  4. The comparability study must show how the reasonable rent was determined, including major

differences between the contract units and comparable unassisted units.

5. If the owner requests a rent increase by the 120-day deadline, the Housing Authority must submit a comparability study to the owner at least 60 days before the HAP contract anniversary.

d. Special Adjustment of Rent to Owner (for AHAP's in existence prior to January 16, 2001)

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner. The Allegheny County Housing Authority may only make a special adjustment of the rent to owner if HUD has approved the adjustment. The owner does not have any right to receive a special adjustment.

A special adjustment may only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contract units because of substantial and general increases in:

- i. Real property taxes;
- ii. Special governmental assessments;
- iii. Utility rates; or
- iv. Cost of utilities not covered by regulated rates.

A special adjustment may only be approved if and to the extent the owner demonstrates that cost increases are not adequately compensated by application of the published annual adjustment factor at the contract anniversary. The owner must demonstrate that the rent to owner is not sufficient for proper operation of the housing.

The adjusted rent may not exceed the reasonable rent as determined by a comparability study.

The Housing Authority may withdraw or limit the term of any special adjustment. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

## **11.4 MAXIMUM SUBSIDY**

One hundred and ten percent of the Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Allegheny County Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For the Housing Choice Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or non-insured 236 project, a 515 project of the Rural Development Administration, a Section 202 or 811 project, or a Section 221(d)(3) below market interest rate project, the maximum subsidy may not exceed the basic rent charged including the cost of tenant-paid utilities. Furthermore, if any of the units also receive the benefit of a State, local, or federal housing subsidy (e.g., Section 8 project-based housing assistance payments contract), they are ineligible units under the HCV program.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.623 and 24 CFR 888.111(e).

For the project-based housing program, the maximum Total Tenant Payment shall not exceed 30% of the family's adjusted monthly income.

### **11.4.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Allegheny County Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Allegheny County Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

The Allegheny County Housing Authority may establish a higher payment standard of up to 120% of the FMR without HUD approval if requested as a reasonable accommodation by a family that includes a person with a disability. The higher payment standard will only be implemented after documenting in the participant's file that:

- A. A rent reasonableness analysis was conducted in accordance with the HCV program regulations.
- B. The family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation in writing accompanied by a letter from a medical professional explaining what is needed in the family's residence; and
- C. The unit has features that meet the needs of a family member with disabilities. For example, a unit may be suitable because of its physical features or for other reasons, such as having the requisite number of bedrooms, location on an accessible transit route, or proximity to accessible employment, education, services, or recreation.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Allegheny County Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

If the Allegheny County Housing Authority reduces its payment standard after HUD adjusts/reduces its FMRs the Allegheny County Housing Authority will not reduce the assistance to our current participants as long as they continue to live in the unit they were occupying at the time of the reduction and remain eligible for that voucher size.

For the project-based assistance program the HAP contract shall establish gross rents (rent to owner plus the allowance for tenant-paid utilities) that do not exceed 110 percent of the established Fair Market Rent (FMR), or any HUD-approved "exception payment standard" (i.e., a payment standard amount that exceeds 110 percent of the published FMR) for the area where the housing is located.

If a unit has been allocated a low-income housing tax credit under the Internal Revenue Code of 1986 at 26 U.S.C. 42, but is not located in a "qualified census tract" as defined in the law, the rent to owner may be established at any level that does not exceed the rent charged for comparable units in the same building that receive the tax credit but do not have additional rental assistance.

Within the limitations mentioned above, the initial rent to the owner may differ from payment standard amounts in the payment standard schedule adopted for the Allegheny County Housing Authority's tenant based voucher program. However, just as in the regular tenant based program, the initial and adjusted rent to owner must be reasonable in relation to rents charged in the private market for comparable unassisted units.

#### **11.4.2 Selecting the Correct Payment Standard for a Family**

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

#### **11.4.3 Area Exception Rents**

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

may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

## **11.5 ASSISTANCE AND RENT FORMULAS**

### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income
2. 30% of the family's adjusted monthly income
3. The minimum rent
5. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard. Initial rent burden must not exceed 40 percent of the family's monthly adjusted income when the family initially moves into a unit or signs the lease for a new unit.

### **B. Minimum Rent.**

The Allegheny County Housing Authority has set the minimum rent as \$50. However, if the family requests a hardship exemption, the Allegheny County Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When 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 a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - b. When the family would be evicted because it is unable to pay the minimum rent;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - d. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Preservation Vouchers

1. Payment Standard
  - a. The payment standard is the lower of:

- i. The payment standard amount for the appropriate family unit size; or
    - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
  - b. If the dwelling unit is located in an exception area, the Allegheny County Housing Authority will use the appropriate payment standard for the exception area.
  - c. During the HAP contract term, the payment standard for the family is the higher of :
    - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
    - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
  - d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
    - i. Paragraph (c)(i) of this section does not apply; and
    - ii. The new family unit size must be used to determine the payment standard.
- 2. The Allegheny County Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The gross rent minus the total tenant payment.

D. Manufactured Home Space Rental: Section 8 Vouchers



1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:
  - a. Rent to the owner for the manufactured home space;
  - b. Owner maintenance and management charges for the space; and
  - c. Utility allowance for participant paid utilities.
3. The participant pays the rent to owner less the HAP.
4. HAP equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

E. Project-Based Assistance

The housing assistance payment is calculated in accordance with 24 CFR 983.260 as the gross rent minus the total tenant payment. The family share is calculated in accordance with 24 CFR 983.261 by subtracting the amount of the HAP from the gross rent.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated resident rent equals the prorated family share minus the full utility allowance.

## **11.6 UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable television), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

In units where the resident must pay for utilities each unit must have separate metering device(s), approved and installed by the appropriate utility company, for measuring utility consumption. This will ensure accurate reading of the meter and billing. Only the Housing Choice Voucher Program Director or designee may deviate from this policy on a case-by-case basis.

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

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

The Housing Authority uses the lower of the appropriate utility allowance for the voucher size or the utility allowance amount for the unit size of the unit actually leased by the family.

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

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

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the participant. Any savings resulting from utility costs below the amount of the allowance belong to the participant.

### ***11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within ten (10) calendar days of when due after the first two months of the HAP contract term, the owner may charge the Allegheny County Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Allegheny County jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted residents; and
- B. The owner also charges such penalties against the resident for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Allegheny County Housing Authority.

A housing assistance payment is considered made upon being mailed by the Allegheny County Housing Authority.

If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, the Allegheny County Housing Authority will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, the Allegheny County Housing Authority may deduct the amount due to the Authority from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the Allegheny County Housing Authority may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

In instances where a deceased single member household has been deceased for a period greater than 6 months and the owner received HAP, the Allegheny County Housing Authority may determine that the owner has breached the HAP contract. As such, the

Allegheny County Housing Authority may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The Allegheny County Housing Authority will notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the Authority to the owner may require the owner to take corrective action, as verified or determined by the Allegheny County Housing Authority, by a deadline prescribed in the notice.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

### **11.8 CHANGE OF OWNERSHIP**

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

In addition, the Allegheny County Housing Authority requires a written request from the new owner to process a change of ownership. The new owner should indicate their willingness to assume the terms and responsibilities of the existing contract with ACHA and existing lease with the tenant for the property under the rules and regulations of the HUD Housing Choice Voucher Program or request a the execution of a new HAP contract in writing. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Allegheny County Housing Authority may withhold the rent payment until the taxpayer identification number is received.

## **12.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS**

The Allegheny County Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least biennially, and at other times as needed, to determine if the units meet HQS.

The Allegheny County Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the

scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements for another responsible adult over the age of 18 years to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection without good cause, the Allegheny County Housing Authority will only schedule one more inspection. If the family misses two inspections the Allegheny County Housing Authority will place the HAP and UAP (if applicable) on hold until the unit is inspected.

### **12.1 TYPES OF INSPECTIONS**

There are six types of inspections the Allegheny County Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to ensure that the unit passes HQS before assistance can begin.
- B. Regular Inspection - An inspection to determine that the unit continues to meet HQS. Regular inspections shall be made at least biennially.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone. Emergency complaints shall take precedence over all other inspections.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- F. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).

### **12.2 OWNER AND FAMILY RESPONSIBILITY**

- A. Owner Responsibility for HQS
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Allegheny County Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Allegheny County Housing Authority's remedies for such breach of the HQS include termination,

suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Allegheny County Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Allegheny County Housing Authority and the Allegheny County Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Allegheny County Housing Authority approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next rent check. If six consecutive checks are abated, the HAP contract shall be cancelled.
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. The owner must take legal action against the family within the local court system for any damages prior to receiving HAP. Furthermore, the Allegheny County Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.
5. The owner is responsible for obtaining a passed occupancy permit in municipalities that require them before the unit passed the initial HQS inspection.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the resident;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the participant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30

calendar days (or any Allegheny County Housing Authority approved extension).

3. If the family has caused a breach of the HQS, the Allegheny County Housing Authority will take prompt and vigorous action to enforce the family obligations. The Allegheny County Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

### **12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

#### **A. Sanitary Facilities**

##### **1. Performance Requirement**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. 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 tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the resident agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable



(such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

#### D. Thermal Environment

##### 1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

##### 2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

#### E. Illumination and Electricity

##### 1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

##### 2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. 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.

- c. 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.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

#### H. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

#### I. Lead-based Paint

1. Performance Requirement

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

2. Acceptability Criteria

The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied **or expected to be occupied** by families with children under six years of age, excluding zero bedroom dwellings.

During initial and regular inspections of pre-1978 units that are occupied or will be occupied **or expected to be occupied** by families with children under 6 years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which residents must pass to gain

access to the unit and areas frequented by resident children under six years of age, including play areas and child care facilities.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).
- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

***12.4 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES – SEE 24 CFR PART 35***

***12.5 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA***

The Allegheny County Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes, including fire codes. Additionally, the Allegheny County Housing Authority has received HUD approval to require the following additional criteria:

- A. In units where the resident must pay for utilities, each unit must have separate metering device(s), approved and installed by the appropriate utility company, for measuring utility consumption. This will ensure accurate reading of the meter and billing.
- B. A 3/4" overflow pipe must be present on hot water heater and boiler safety valves and installed down to within 6 inches of the floor.

- C. All windows must lock, operate properly and be maintained as originally designed.
- D. Plexiglas is not permissible on basement or first floor levels. However, it may be used on levels above the first floor if the Plexiglas is weather tight and durable, at the discretion of the housing inspector.
- E. Gutters and downspouts are required and must be properly maintained.
- F. Smoke detectors are required on all levels including basements and accessible attics. The standard for multi-unit buildings include all levels of the common areas such as hallways, staircases and basements.
- G. Two-key deadbolt locks are not permissible. The interior side of the dead bolt must have a toggle type mechanism.
- H. Exterior doors and doors that open to common areas must have an operable lockset or passage set if another proper security lock is present. A slide bolt lock or a chain lock may not be the primary security lock. Exterior door jams and door jams to common areas require striker plates for all locks.
- I. Basement doors may not require locksets as long as there is a proper security lock and a means to open and close the door.
- J. Any drops off of thirty (30) inches or more (porches, stairs, walls, etc.) is considered a potential hazard and may require a guardrail at the discretion of the housing inspector.
- K. Any deteriorated paint whether interior or exterior where a household member is under the age of six (6) will cause the unit to fail the HQS inspection. Any multi-unit structure (apartment building or town/row) with deteriorated paint occupying at least one Section 8 participant, the landlord must abate all deteriorated paint for the entire structure, providing the landlord owns the entire structure.
- L. To ensure an adequate source of safe heat for each room of the dwelling unit that will be used as the living area, the Allegheny County Health Department heating standards shall apply and are incorporated into this Administrative Plan
- M. All living rooms, bedrooms and bathrooms must be supplied with a permanent direct heat source.
- N. Dining rooms shall have two duplex electrical outlets or one duplex outlet and one permanently installed light fixture.

- O. Single family and townhouse row type structures must have a 100 amp electrical service.
- P. The Allegheny County Health Department Regulation 1405.11 and 1405.11.1 shall be followed for the protection against back flow and back siphon age (ex. Code Faucet). A portable water system shall be protected by an air gap between the portable water outlet and the flood level rim at the fixture it supplies or between the outlet and any other source of contamination.
- Q. A door with properly operating passage set is required at all bathrooms/toilet rooms to allow for privacy.
- R. Dirt floored basements are not permissible.
- S. Unsafe conditions on the property associated with the dwelling unit must be made safe and free of hazards.
- T. All electrical wiring and fixtures must be in safe condition and properly installed. When questions or disputes arise the National Electrical Code standards will prevail.
- U. The adequacy and safety of vented gas space heaters will be determined by the housing inspector. Under no circumstances will fuel fire heaters be permitted in units with children.
- V. Un-vented fuel fire space heaters are not permitted.
- W. All bathrooms must be supplied with a permanently installed light fixture and a ventilation source.
- X. The Allegheny County Health Department rules and regulations will prevail in a situation not explicitly addressed by HQS or this plan.
- Y. All units are required to have sufficient weather stripping and insulation to insure the unit is free from drafts.
- Z. Failure to obtain a passed occupancy permit (when required by municipality) will cause unit to fail HQS for initial lease ups.
- AA. Every bedroom must be equipped with a means of storing and hanging clothes, such as a closet with a clothes rod or an armoire type cabinet.
- BB. The new PA law, Carbon Monoxide Alarm Standards Act of 2013, will not only be enforced in apartments and row houses as allowed in the statute but will also be enforced in single family detached units.

## **12.6 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

### **A. Correcting Initial HQS Fail Items**

On all initial inspections, the owner must make repairs within 30 days. In addition, if the unit fails inspection twice, the RFTA will be voided and the tenant will be issued additional time on the voucher to satisfy tolling requirement.

### **B. HQS Fail Items for Units under Contract**

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Allegheny County Housing Authority will abate payment and terminate the contract in accordance with Sections 12.2 (A) and 16.0.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Allegheny County Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 16.0.

### **C. Time Frames for Corrections**

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 30 calendar days of the initial inspection.

### **D. Extensions**

At the sole discretion of the Allegheny County Housing Authority, extensions may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within the approved extension date, the Allegheny County Housing Authority will abate the rent . Appropriate extensions will be granted if a severe weather condition exists



for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

### **12.7 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity, natural gas, propane, oil, etc.
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas, propane, or LP gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion

### **12.8 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated as of the first day of the next month. A tenant living in a failed unit will have sixty (60) calendar days from date of failure to obtain a moving voucher. After sixty (60) calendar days have passed, if the tenant does not obtain a moving voucher, the tenant will be sent a termination of assistance notice.

When the deficiencies are corrected, the Allegheny County Housing Authority will end the abatement the day the work has been called in to the Housing Inspector as being complete. This day will be the “passed date” subject to a subsequent re-inspection and verification of work completion. Rent will be paid the first week of the next month.

If repair work was performed and completed by a contractor the landlord must provide a copy of contractor's official invoice with a date of completion prior to the abatement date.

If repair work was performed and completed by the landlord, a copy of the receipt for the supplies needed for the repairs must be provided with the purchase date and supply purchase date must be prior to the abatement date.

In both cases the landlord must provide a written statement the repairs were complete prior to the abatement date signed by the landlord and tenant.

HAP contracts will be terminated after giving the owner thirty (30) calendar days' notice.

### **12.9 ALTERNATIVE INSPECTIONS METHODS**

The Allegheny County Housing Authority will not conduct regular inspections for units otherwise inspected under the HOME program, the Low-Income Housing Tax Credit Program, or HUD for a two-year period from the last such inspection as long as the HCV units were in the universe from which a sample was derived. The Allegheny County Housing Authority will otherwise conduct all the other types of inspections called for in Section 12.1.

For purposes of this provision, a mixed-finance property is defined as a property that is assisted under the PBV program and is financed under a federal/state and/or local housing program. The Allegheny County Housing Authority will rely on alternative governmental inspections so long as the inspections occur at least three years from the latest inspection.

### **12.10 RE-INSPECTION FEES**

The Allegheny County Housing Authority will charge property owners a reasonable HQS re-inspection fee in two situations – when an owner has notified the Allegheny County Housing Authority that a previously cited deficiency has been corrected and it has not been corrected and/or if the allotted time for repairs identified in a previous inspection has elapsed and a re-inspection determines that the repairs the responsibility of the owner have not been made. Re-inspection fees will not be charged for deficiencies caused by the participant family, initial inspections, regularly scheduled inspections, instances where the inspector was not able to gain access to the unit, and for re-inspections caused by new deficiencies identified during a re-inspection. This fee shall be charged on the second and subsequent re-inspections.

The re-inspection fee shall be \$50.00 per re-inspection. This fee is a combination of the actual cost incurred by the Allegheny County Housing Authority and a slight penalty to the owner to discourage the need for re-inspections. It shall be offset from the landlord's

rent payment. This fee is not contrary to any state or local law. Re-inspection fees may not be passed on to the family.

## **13.0 RECERTIFICATION**

### ***13.0.1 CHANGES IN LEASE OR RENT***

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Allegheny County Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Allegheny County Housing Authority of any changes in the amount of the rent at least sixty (60) calendar days prior to the annual re-certification and before the changes go into effect. Any such changes are subject to the Allegheny County Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Allegheny County Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms reducing the length of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Allegheny County Housing Authority is not required for changes other than those specified in A, B, or C above.

However, owners wishing to change ownership must receive the written permission of the Housing Authority prior to assigning a HAP contract. The owner shall inform the Allegheny County Housing Authority of the impending change and give the Authority fifteen calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

### ***13.1 ANNUAL REEXAMINATION***

At least annually (within 365 calendar days of the anniversary date of the HAP contract) the Allegheny County Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Allegheny County Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination. The letter includes forms for the family to complete in preparation for recertification.

The family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Allegheny County Housing Authority will determine the family's annual income and will calculate their family share.

Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state registration program. The Housing Authority will verify this information using the Dru Sjodin National Sex Offender Database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, the Housing Authority will pursue eviction of the household.

If a family is about to be terminated based on either the criminal check or the sex offender registration program, the tenant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the termination occurs.

### **13.1.1 Effective Date of Rent Changes for Annual Reexaminations**

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

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

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

### 13.2 *INTERIM REEXAMINATIONS*

During an interim reexamination, only changes in income, assets, or family composition being reported by the household will be reviewed and verified. Interims will be completed if increase in income is over \$200 per month.

Families or family members who have no income must report any source of income within 10 calendar days of the start of the income. Other families will be required to report any increase in income between annual reexaminations. If the increase does exceed \$200 per month in gross income, an interim reexamination will be done.

Families are required to report the following changes in writing to the Allegheny County Housing Authority within ten calendar days between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody. All members of the family residing in the unit must be approved by the Allegheny County Housing Authority. The family must obtain approval of any additional family member before the new member occupies the unit except for additions birth, adoption or court-awarded custody, in which case the family must inform the Allegheny County Housing Authority within 10 calendar days. The Allegheny County Housing Authority will not adjust a family's voucher size between recertification exams and may deny household additions that will result in the family being overcrowded.
- B. A household member is leaving or has left the family unit. Verification must be provided before a reexamination will be completed. Acceptable verification includes, but is not limited to, a signed lease, a copy of a utility bill or a copy of a piece of mail going to the leaving household member at the new address, state issued identification with the new address and a copy of a court order showing a change of custody. If none of these items can be secured, a notarized statement by the head of household may be accepted.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in household income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Allegheny County Housing Authority will take timely action to process the interim reexamination and recalculate the family share. However, if upon verification of a change in income, it is determined that the change will be in effect for less than 30 days, Allegheny County Housing Authority will not recalculate the family share.

- C. Temporary Additions to Household – Voucher holders may have a temporary addition to household for a period of 2 weeks in any calendar year. Any addition to household over the 2 week period must be approved by the Allegheny County

Housing Authority.

D. Married couples - Married couples are presumed to be living together unless proof of other residence is presented. Proof will be limited to a lease for another residence, utility bills, current employment pay stubs or other income verification.

E. Family break-up

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

1. To whom the housing choice voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the Allegheny County Housing Authority will ensure that the victim retains assistance. The factors to be considered in making this decision include:
  - a. Whether the assistance should remain with family members remaining in the original assisted unit.
  - b. The interest of minor children or of ill, elderly, or disabled family members.
  - c. Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, sexual assault, or stalking.
  - d. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, sexual assault, or stalking and whether the abuser is still in the household.

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

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

The Allegheny County Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.2.

In order to add a household member other than through birth, adoption or court-awarded custody (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, relationship and all other information required of an applicant. The individual must provide their Social Security Number, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Allegheny County Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Allegheny County Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. An income verification will not be conducted for children under the age of 16 who have been added to a family. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Allegheny County Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

### **13.2.1 Special Reexaminations**

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Allegheny County Housing Authority may schedule special reexaminations every six (6) months until the income stabilizes and an annual income can be determined. Any tenant who has no income at reevaluation will be required to undergo additional reexamination until income is verified.

### **13.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Any increases reported within 10 calendar days of the change will result in the tenant receiving a 30 notice of the rent change. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and reported within the first 10 calendar days of the month, the reduction will be effective the first of the month in which it was reported. Changes reported after the 10<sup>th</sup> day of the month will be effective the first day of the following month.

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

### ***13.3 FAILURE TO COMPLY WITH RECERTIFICATION REQUIREMENTS***

If a participating family does not supply the required re-certification information to the Allegheny County Housing Authority at least 30 days before their re-certification effective date or cooperate otherwise in the re-certification period, the Housing Authority will terminate the assistance as of the re-certification date. Tenants will be offered the right to an informal review before being terminated from the program.

### ***13.4 MISSED APPOINTMENTS***

All Assisted households who fail to keep a scheduled first and second appointment will be sent a notice of termination from the program. A third appointment may be scheduled upon a management review of good cause.

### ***13.5 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT***

If the Allegheny County Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twelve months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

### ***13.6 CRIMINAL CHECKS UPON RECERTIFICATION***

Criminal background checks will be performed on all adult household members that are 18 years of age or older at the time of all annual recertifications. In addition, sex offender registration checks will be performed on all adult and juveniles over the age of twelve household members. If the criminal background check or sex offender registration check reveals information that may violate the lease executed between the household and the landlord, may violate any of the participant obligations listed in Section 2.3, or may



violate any applicable federal regulations, the ACHA may take action to terminate the household and/or any household member from the program.

#### **14.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE ALLEGHENY COUNTY HOUSING AUTHORITY**

The Allegheny County Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
- B. If the family was evicted from housing assisted under the Section 8 program for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Allegheny County Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- E. Have a household member who is currently engaging in illegal use of a drug;
- F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. . The members of the household may not engage in drug-related criminal activity, other 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. The use of medical marijuana is not included in this ban.;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine;
- H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- I. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CFR 982.551;

- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who violates any family obligations under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last five years;
- N. Have a family member that Allegheny County Housing Authority has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- P. Currently owes rent or other amounts to the Allegheny County Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- Q. Have not reimbursed any Housing Authority 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;
- R. Have breached an agreement with Allegheny County Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- S. If a family participating in the Family Self-Sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
- T. Have engaged in or threatened abusive or violent behavior towards any Allegheny County Housing Authority staff member or resident;
- U. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program;
- V. Any family who has been without a Housing Assistance Payment (HAP) for six consecutive months will be terminated.

- W. Heads of Household are responsible for the actions of their guests. This is particularly true for criminal activities and disturbing one's neighbors.
- X. Theft of program funds over \$2000.

For purposes of this section, the Allegheny County Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Allegheny County Housing Authority 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 of such activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support a termination decision. Before the Allegheny County Housing Authority terminates the assistance of an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The Allegheny County Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If the Allegheny County Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Allegheny County Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record (upon request) and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.

Any family absent from the assisted unit for more than 90 consecutive calendar days, without an approved reasonable accommodation, must be terminated from the program. Under no circumstances will HAP be paid more than 90 days from date of absence.

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

- A. To whom the housing choice voucher was issued.

- B. The interest of minor children or of ill, elderly, or disabled family members.
- C. Whether the assistance should remain with the family members remaining in the unit.
- D. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

The Allegheny County Housing Authority will make every effort to recover monies that have been overpaid for families and to owners. Allegheny County Housing Authority will attempt to communicate program rules in order to avoid these debts. Before a debt is assessed against a family or owner, the file must contain documentation to support Housing Authority's claim that the debt is owed. The file must contain further written documentation of the method of calculation.

#### ***14.1 THE EIV'S DECEASED TENANTS REPORT***

The Allegheny County Housing Authority shall generate the EIV's Deceased Tenants Report monthly shortly before disbursing HAP payments to owners to see if the system flags deceased residents. The Allegheny County Housing Authority shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, notify the owner in writing of the deceased Head of Household and suspend HAP payments for any month following the month in which the death occurred. If the property is occupied by a live-in-aide to the deceased person, the assistance will end and the landlord and aide must decide on the future of the aide's tenancy.

If an owner received HAP for any month in which the owner was ineligible to receive HAP because of a deceased tenant, the Allegheny County Housing Authority will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, the Allegheny County Housing Authority will deduct the amount due to the Agency from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the Allegheny County Housing Authority may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

#### ***14.2 PAYMENT AGREEMENTS FOR FAMILIES***

A Payment Agreement is a document entered into between the Allegheny County Housing Authority and the head of household of a family who owes a debt to the Housing Authority. It contains details as to the nature of the debt, the terms of payment, any special provisions of the agreement and the remedies available to the Allegheny County Housing Authority upon default of the agreement.

The Allegheny County Housing Authority will review circumstances resulting in the debt and decide in its sole discretion whether the family will be offered a Payment Agreement as well as prescribe the terms of the Agreement. The Director of the Housing Choice Voucher Program or the Director's designee will execute Payment Agreements. Payments may only be made by money order or certified check.

Payment Agreements will not be made for less than \$100. Those debts will be required to be repaid within 30 days of notification of the debt. There will be a minimum monthly payment amount of \$25. A sliding scale system will be used to determine the length of Payment Agreements. The scale will be as follows:

<u>Amount Owed</u>	<u>Maximum Terms of Agreement</u>
\$101- \$500	3-6 Months
\$501- \$1000	6-12 Months
\$1001- \$1999	12-18 Months

A down payment of at least 15% of the total amount owed will be required upon signing all Payment Agreements. The balance will be divided over the remainder of months of the Payment Agreement, keeping the minimum payment of \$25 per month. Terms of Payment Agreements over \$1999 will be reviewed on a case-by-case basis and approved by the Director of the Housing Choice Voucher Program.

Allegheny County Housing Authority will not enter into a payment agreement,

- A. If the family already has a Payment Agreement in place.
- B. If Allegheny County Housing Authority determines that the debt amount is larger than can be paid back by the family in a reasonable amount of time.

If the Payment Agreement is \$2000 or more and involves alleged fraudulent activity, the situation shall be referred to the Public Safety Department for investigation and potential action.

Families with Payment Agreements may request a hardship adjustment to the payment amount of the agreement for a maximum of 90 days. A family must submit a written request for a hardship arrangement and provide documentation of the hardship. The Director of the Housing Choice Voucher Program or the Director's designee must approve hardship arrangements.

#### **14.3 DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP**

If the family owes the Allegheny County Housing Authority money for rent arrears incurred during the minimum rent period, the debt will be calculate the total amount owed and divide it by 6 to arrive at a reasonable payback amount that the family will be required to pay to the Housing Authority monthly in addition to the family's regular monthly rent payment to the owner. The family will be required to pay the amount until the arrears are paid in full to Allegheny County Housing Authority.

Minimum rent arrears that are less than \$100 will be required to be paid in full the first month following the end of the minimum rent period. The minimum monthly payment agreement incurred for minimum rent arrears is \$25. The Allegheny County Housing Authority will not enter into a Payment Agreement that will take more than 6 months to pay in full.

#### **14.4 DEFAULT OF PAYMENT AGREEMENTS**

The Payment Agreement will be considered to be in default after three payments have not been made. If the Payment Agreement is in default, and the family has not contacted or made arrangements with the Allegheny County Housing Authority, the Housing Authority will:

- A. Require the family to pay the balance in full, or
- B. Terminated the housing assistance to the family.

Allegheny County Housing Authority reserves the right to pursue civil collection of the balance due.

#### **14.5 FAMILIES MOVING WITH DEBTS OWED TO ACHA**

If a family requests a move to another unit and has a payment agreement in place, and the payment is not in arrears, the family will be issued a voucher to move but must stay in the Allegheny County Housing Authority's jurisdiction. The family may NOT port out. If the family wishes to port, the payment agreement must be paid in full before the voucher is ported.

Cases where the family must move due to circumstances beyond their control will be reviewed on a case-by-case basis by the Director of Housing Choice Vouchers or her designee.

#### **14.6 FAMILIES MOVING WITH DEBTS OWED TO LANDLORDS**

If a magistrate or court has rendered a decision that is not subject to appeal in the Court of Common Pleas, in favor of an owner for damages, unpaid rent, or unpaid utilities for current tenancy, the family shall be responsible for the full amount of the judgment. The decision must be paid in full to avoid eviction and removal from the unit and documentation of the payment must be provided before they will be issued another voucher to relocate. In cases where the family has been issued a voucher and begun the tenancy process when a decision is received by the Allegheny County Housing Authority, the process will cease until verification of payment of the balance has been provided to avoid eviction and removal from the unit. Eviction from the unit will result in termination from the Housing Choice Voucher Program.

In the case a judgment is received after a new unit has passed inspection with a new owner on behalf of the family, the contract will not be terminated at that time. However, the family's participation will not continue nor will the contract be renewed beyond the next re-certification date unless documentation has been provided that the balance of the judgment has been paid in full.

#### ***14.7 DEBTS OWED BY LANDLORDS***

If the Allegheny County Housing Authority determines that the owner has retained housing assistance payments the owner is not entitled to, the Allegheny County Housing Authority may reclaim amounts from future housing assistance payments owed to the owner for any units under contract.

If future housing assistance payments are insufficient to reclaim the amounts owed, the Allegheny County Housing Authority will require the owner to pay the amount in full within thirty days. The Allegheny County Housing Authority reserves the right to restrict the owner from future participation in the program until the debt is paid or pursue collections through the local court system.

### **15.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

#### ***15.1 COMPLAINTS***

The Allegheny County Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Allegheny County Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

#### ***15.2 INFORMAL REVIEW FOR THE APPLICANT***

A. Informal Review for the Applicant

The Allegheny County Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Allegheny County Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The Allegheny County Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Allegheny County Housing Authority subsidy standards.
2. An Allegheny County Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.
3. An Allegheny County Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. An Allegheny County Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. An Allegheny County Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Allegheny County Housing Authority.

C. Informal Review Process

The Allegheny County Housing Authority will give an applicant an opportunity for an informal review of the Allegheny County Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Allegheny County Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Allegheny County Housing Authority decision.



3. The Allegheny County Housing Authority will notify the applicant of the Allegheny County Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.
4. The applicant will be permitted to reschedule one informal hearing with good cause. The second missed hearing will result in allowing the hearing to go forth without the presence of the tenant.

D. Considering Circumstances

In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to receive assistance.

If the Housing Authority seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny assistance. In determining whether to deny assistance for these reasons the Allegheny County Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

The above-referenced three circumstances will also be considered by the Housing Authority when it seeks to deny assistance because of a current charge or conviction in the last five (5) years for Possession of a Controlled Substance.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Allegheny County Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

### **15.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is Required

1. The Allegheny County Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Allegheny County Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Allegheny County Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Allegheny County Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Allegheny County Housing Authority subsidy standards.
  - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the

maximum period permitted under the Allegheny County Housing Authority policy and HUD rules.

f. Denial of a hardship exemption to the minimum rent requirement.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Allegheny County Housing Authority will give the opportunity for an informal hearing before the Allegheny County Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Allegheny County Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Allegheny County Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Allegheny County Housing Authority schedule of utility allowances for families in the program.
4. A Allegheny County Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.
5. A Allegheny County Housing Authority determination not to approve a unit or lease.
6. A Allegheny County Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Allegheny County Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Allegheny County Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Allegheny County Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this Section, the Allegheny County Housing Authority will notify the family that the family may ask for an explanation of the basis of the Allegheny County Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Allegheny County Housing Authority will give the family prompt written notice that the family may request a hearing within 10 calendar days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 calendar days of the notification.

D. Hearing Procedures

The Allegheny County Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Allegheny County Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Allegheny County Housing Authority does not make the document(s) available for examination on request of the family, the Allegheny County Housing Authority may not rely on the document at the hearing.
  - b. The Allegheny County Housing Authority will be given the opportunity to examine, at the Allegheny County Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Allegheny County Housing Authority will be allowed to copy any such document at the Allegheny County Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Allegheny County Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by the Allegheny County Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Allegheny County Housing Authority hearing procedures.

4. Evidence

The Allegheny County Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Allegheny County Housing Authority is not bound by a hearing decision:

a. Concerning a matter for which the Allegheny County Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Allegheny County Housing Authority hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

- c. If the Allegheny County Housing Authority determines that it is not bound by a hearing decision, the Allegheny County Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.
- d. Once the final appeal process has been exhausted the family size will be re-evaluated. Should the family now qualify for a smaller voucher size, the family will be given a voucher with the appropriate payment standard to reflect the voucher size 60 days after the decision is rendered.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Allegheny County Housing Authority will consider evidence of whether the household member:

- 1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- 2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

The above-referenced three circumstances will also be considered by the Housing Authority when it seeks to deny assistance because of a current charge or conviction in the last five (5) years for Possession of a Controlled Substance.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Allegheny County Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## 16.0 TERMINATION OF THE LEASE AND CONTRACT

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

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Allegheny County Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 calendar days).

2. By the owner

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the

owner determines that the covered person has engaged in a criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. Arrests alone are not sufficient evidence of criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an eviction decision. Before an owner denies admission to or evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. An owner can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner may take or not take the action in accordance with the owner's standards for eviction. The owner may consider all of the circumstances relevant to a particular eviction case, such as:

- a. The seriousness of the offending action;
- b. The effect on the community of denial or termination or the failure of the owner to take such action;
- c. The extent of participation by the leaseholder in the offending action;
- d. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;
- e. The demand for assisted housing by families who will adhere to lease responsibilities;
- f. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;



- g. The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the owner may require the participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of assistance actions must be consistent with the fair housing and equal opportunity provision of 24 CFR 5.105.

- a. The owner may terminate the lease during its term on the following grounds:
  - i. Serious or repeated violations of the terms or conditions of the lease;
  - ii. Violation of Federal, State, or local law that imposes obligations on the participant in connection with the occupancy or use of the unit and its premises;
  - iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons (including property management staff) residing on the premises or in the immediate vicinity of the premises;
  - iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control, is grounds for the owner to terminate tenancy;

- v. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- vi. If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.
- vii. If the tenant is violating a condition of probation or parole imposed under Federal or State law.
- viii. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. However, an arrest alone is insufficient evidence to terminate a tenancy.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Allegheny County Housing Authority a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the contract

- a. If the Allegheny County Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

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

3. Termination of the HAP contract by the Allegheny County Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.

- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. When the family breaks up and the Allegheny County Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- d. The Allegheny County Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- e. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.
  - vi. The owner has failed to provide documentation that the property taxes on the subsidized unit have been kept current.
- f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner

has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **17.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Allegheny County Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and State law.

The Allegheny County Housing Authority Board of Directors authorizes the Executive Director to expend without prior Board approval up to \$10,000 for authorized expenditures.

Any item(s) exceeding \$10,000 will require prior Board of Director approval before any charge is made against the Section 8 Administrative Fee Reserve.

### **17.1 VAWA PROTECTIONS**

Under the Violence Against Women Act (VAWA) , notwithstanding the title of the statute, protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation, Housing Choice Voucher participants have the following specific protections, which will be observed by the Allegheny County Housing Authority:

- A. An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either the Allegheny County Housing Authority or the owner or property manager.
- B. The Allegheny County Housing Authority shall provide each applicant and participant a HUD prescribed Notice of Occupancy Rights and Certification form. It shall also be provided with any notice of eviction. In addition, the Authority shall make an adopted Emergency Transfer Plan and Emergency Transfer Request available upon request.
- C. The Allegheny County Housing Authority shall keep a record of all emergency transfer requests requested under the Emergency Transfer Plan and the outcome of these requests for three years.

- D. The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault, or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or affiliated individuals without evicting other victimized lawful occupants. This is also true even if the household member or affiliated individual is not a signatory to the lease. Under VAWA, both the Allegheny County Housing Authority and the owner or property manager are granted the authority to bifurcate the lease. The VAWA victim must be the one who retains the assistance.
- E. The Housing Authority and owner or property manager may honor court orders regarding the rights of access or control of the property.
- F. There is no limitation on the ability of the Housing Authority to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking. This is provided that neither subjects such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights.
- G. There is no prohibition on the owner evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
- H. Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

**17.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING**

The Allegheny County Housing Authority shall require and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by the Housing Authority.

- A. **Requirement for Verification.** The law allows, but does not require, the Allegheny County Housing Authority or a Section 8 owner or property manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Section 8 owners or managers receiving rental assistance administered by the Housing Authority may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form-** By providing to the Housing Authority or to the requesting Section 8 owner or property manager a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator. , only if the name of the perpetrator is safe to provide and is known to the victim
2. **Other documentation** - by providing to the Housing Authority or to the requesting Section 8 owner or property manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. **Police or court record** – by providing to the Housing Authority or to the requesting Section 8 owner or property manager a Federal, State, tribal,

territorial, or local law enforcement or court record describing the incident or incidents in question.

- B. ***Time allowed to provide verification/ failure to provide.*** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by the Housing Authority, or a Section 8 owner or property manager to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.
  
- C. ***Managing conflicting documentation.*** In cases where the Allegheny County Housing Authority receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the Allegheny County Housing Authority may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. The Allegheny County Housing Authority shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

### **17.3 CONFIDENTIALITY**

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for used in an eviction proceeding; or
- C. Otherwise required by applicable law.

The Allegheny County Housing Authority shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

## **18.0 INTELLECTUAL PROPERTY RIGHTS**



No program receipts may be used to indemnify contractors or subcontractors of the Allegheny County Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

## **19.0 ALLEGHENY COUNTY HOUSING AUTHORITY-OWNED HOUSING**

Units owned by the Allegheny County Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, the Allegheny County Housing Authority will do the following:

- A. The Allegheny County Housing Authority will make available through the briefing process both orally and in writing the availability of Allegheny County Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Allegheny County Housing Authority will obtain the services of an independent entity to perform the following Allegheny County Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Allegheny County Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.
- C. The Allegheny County Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
- D. The Allegheny County Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Allegheny County Housing Authority, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

## **20.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, the Allegheny County Housing Authority will regularly (at least annually) review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.

Among the areas that shall have quality control reviews are the following:

- A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.
- B. The determination of rent reasonableness.
- C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. HQS inspections were properly made.
- E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

## **21.0 SECTION 8 HOMEOWNERSHIP**

### **21.1 PURPOSE**

The Allegheny County Housing Authority's homeownership option is designed to promote and support homeownership by a "first-time" homeowner -- a family that meets the definition in this Plan. It allows one or more members of the family to purchase a home. Section 8 payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments helps the family pay the costs of homeownership, and may provide additional assurance for a lender, so that the family can finance purchase of the home.

Section 8 homeownership assistance for a cooperative homeowner is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving Section 8 assistance.

## **21.2 FAMILY PARTICIPATION REQUIREMENTS**

- A. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the Section 8 Rental Assistance Program or participants that have just received a voucher.
- B. Only 100 of the Allegheny County Housing Authority's housing choice vouchers shall be utilized at any one time.
- C. The family is qualified to participate as set forth in Section 23.3 of this policy.
- D. The unit to be purchased is eligible as set forth in Section 23.4 of this policy.
- E. The family has satisfactorily completed the required pre-assistance homeownership counseling.
- F. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

## **21.3 FAMILY ELIGIBILITY REQUIREMENTS**

- A. The family has been admitted to the Section 8 Housing Choice Voucher program and desires to participate in the homeownership program.
- B. At the commencement of homeownership assistance the family must be one of the following:
  - 1. A first-time homeowner;
  - 2. A cooperative member; or
  - 3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move), such family or family member may be assisted with continued tenant-based assistance even if such family or family member owns any title or other interest in the prior home.

- C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Allegheny County Housing Authority, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. However, in the case of disabled families, the minimum income shall be equal to the monthly Federal Supplemental Security Income (SSI) for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve.

Except in the case of an elderly family or a disabled family, the Allegheny County Housing Authority shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

1. The determination of income-eligibility for admission to the housing choice voucher program;
2. Calculation of the amount of the family's total tenant payment (gross family contribution); or
3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

- D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

1. Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week); and
2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2000 hours; or

2. Any employment interruptions either were not the fault of the family member or were for less than 30 calendar days and caused by an effort to improve the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from the employment requirement shall be granted if the Allegheny County Housing Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

- E. The Allegheny County Housing Authority shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option while an adult, and has defaulted on a mortgage securing debt incurred to purchase the home.
- F. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- G. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.

#### **21.4 ELIGIBLE UNITS**

- A. Any unit that is eligible under the Section 8 rental assistance program is eligible for this program. The types of units eligible are:
  1. Single family dwellings;
  2. Condominiums;
  3. Cooperatives; and
  4. Manufactured Housing and their pads (must have at least a permanent foundation and at least a 40-year lease).
- B. The unit must be either existing or under construction (the footers have been poured) at the time the family enters into the contract of sale.
- C. The unit must be either a one unit property or a single dwelling unit in a cooperative or condominium.

- D. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.
- E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.
- F. If the unit is owned by the Allegheny County Housing Authority or by an entity substantially controlled by the Housing Authority, the following additional conditions must be met:
  - 1. The purchasing family must verify in writing that it is purchasing the units without any housing authority steering or pressure; and
  - 2. An independent agency, approved by HUD must perform the following functions for this type of sale:
    - a. Inspect the units for HQS compliance;
    - b. Review the independent inspection report;
    - c. Review the sales contract; and
    - d. Determine the reasonableness of the sale price and any housing authority provided financing.
- G. The unit may not yet be under construction. If a unit is not under construction when the contract for sale is entered into then the following must be completed before assistance can begin:
  - 1. HUD must approve the environmental review;
  - 2. The construction must be complete; and
  - 3. The unit must pass an HQS inspection.

## ***21.5 SEARCHING FOR A NEW HOME***

Because the financial health of the Allegheny County Housing Authority's Section 8 program depends upon having units either under lease or being purchased, it is necessary for the Allegheny County Housing Authority to limit the amount of time a family can take between the time a Housing Choice Voucher is issued to the family and the time a home is identified that the family wishes to purchase. Normally, families will have up to sixty (60) calendar days to locate an appropriate property and notify the housing authority. If extraordinary difficulties are encountered, the family can request up to two (2) thirty (30) day extensions that may be granted at the sole discretion of the Allegheny

County Housing Authority. If an extension is requested and granted, the family will orally report to the housing authority every two weeks to update the Allegheny County Housing Authority on the progress of its search.

Once a suitable property has been identified and an agreement to purchase contract entered into, the Allegheny County Housing Authority will determine a maximum time in which the closing must occur and the family to take occupancy of the property. This time frame will vary depending on market conditions.

If the family is unable to locate a suitable home to purchase, it can request that the Housing Choice Voucher be converted into a rental assistance voucher. This request must be made before the housing choice voucher expires. Approval of the request will be at the sole discretion of the Allegheny County Housing Authority with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

## **21.6 HOMEOWNERSHIP COUNSELING**

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by the Allegheny County Housing Authority (pre-assistance counseling). If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

- A. Home maintenance (including care of the grounds);
- B. Budgeting and money management;
- C. Credit counseling;
- D. How to negotiate the purchase price of a home;
- E. How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- G. Advantages of purchasing a home in an area that does not have a high

concentration of low-income families and how to locate homes in such areas;

- H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- I. Information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The Allegheny County Housing Authority will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure the families are either off to a good start or preparing for the termination of their assistance.

### **21.7 HOME INSPECTIONS**

The Allegheny County Housing Authority will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HQS.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. The Allegheny County Housing Authority may not require the family to use an independent inspector selected by the housing authority. The independent inspector may not be a housing authority employee or contractor, or other person under control of the housing authority. The independent inspector shall be certified by the American Society of Home Inspectors or one whose inspections are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to the Allegheny County Housing Authority. The housing authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Allegheny County Housing Authority's tenant-based rental voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

### **21.8 CONTRACT OF SALE**



Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Allegheny County Housing Authority a copy of the contract of sale.

The contract of sale must:

- A. Specify the price and other terms of sale by the seller to the purchaser.
- B. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
- C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- D. Provide that the purchaser is not obligated to pay for any necessary repairs.
- E. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.
- F. The home must pass an ACHA Housing Quality Standards (HQS) inspection prior to closing

If the unit to be acquired is not yet under construction, the contract of sale must also include:

- 1. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.
- 2. The construction will not commence until the environmental review has been completed and the seller has received written notice from the Allegheny County Housing Authority that environmental approval has been obtained. The Seller must realize that conducting the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.
- 3. Commencement of construction in violation of paragraph the above requirement voids the purchase contract and renders the Section 8 homeownership assistance unavailable for the purchase of this unit.

## **21.9 FINANCING THE PURCHASE OF THE HOME**

- A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.
- B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.
- C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.
- D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of the Allegheny County Housing Authority. The housing authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.
- E. Unless the purchaser can convince the Allegheny County Housing Authority of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.
- F. All mortgage loans must close within the period of time established by the Allegheny County Housing Authority at the time the purchaser and seller enter into their sale contract.
- G. The Allegheny County Housing Authority may assist homeownership participants with closing costs. Participants must:
  - 1. Be employed for a minimum of 1 year; and
  - 2. Have 1% of their own money for closing costs.

or

  - 1. Be a household headed by an elderly person or a person with a disability; and
  - 2. Have 1% of their own money for closing costs.

**21.10 REQUIREMENTS FOR CONTINUING ASSISTANCE**

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Allegheny County Housing Authority will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

- A. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.
- B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- C. As long As the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:
  - 1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
  - 2. The composition of the assisted family residing in the unit must be approved by the Allegheny County Housing Authority. The family must promptly inform the housing authority of the birth, adoption or court-awarded custody of a child. The family must request housing authority 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 (except for a foster child or live-in aide).
  - 3. The family must promptly notify the Allegheny County Housing Authority if any family member no longer resides in the unit.
  - 4. If the Allegheny County Housing Authority has given approval, a foster child or a live-in-aide may reside in the unit.
  - 5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
  - 6. The family must not sublease or let the unit.
  - 7. The family must not assign the mortgage or transfer the unit.
  - 8. The family must supply any information or certification requested by the housing authority to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify the housing authority of their absence from the unit.

9. The family must maintain at least the same earned income as initially being received by the family at the time of mortgage approval with gaps of no greater than 120 calendar days.
- D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
- E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.
- F. The family shall supply the Allegheny County Housing Authority with any required information requested by the housing authority. In particular this shall include information relating to the following:
  1. Citizenship or related immigration matters;
  2. Family income and composition;
  3. Social security numbers;
  4. Any mortgage or other debt placed on the property;
  5. Any sale or other transfer of any interest in the home; and
  6. The family's homeownership expenses.
- G. The family must notify the housing authority before the family moves out of the home.
- H. The family must notify the Allegheny County Housing Authority if the family defaults on a mortgage securing any debt incurred to purchase the home.
- I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
- J. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership

option.

- K. The family must secure the written permission of the Allegheny County Housing Authority before it refinances any debt secured by the home or places any additional secured debt on the property.
- L. The family must assure the Allegheny County Housing Authority that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

#### ***21.11 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE***

- A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.
- B. The maximum term described in the proceeding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.
- C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).
- D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

#### ***21.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE***

- A. While the family is residing in the home, the Allegheny County Housing Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standard minus the total tenant payment; or
2. The family's monthly homeownership expenses minus the total tenant payment.

B. The payment standard for a family is the lower of:

1. The payment standard for the family unit size; or
2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the Allegheny County Housing Authority will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or
2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Allegheny County Housing Authority will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental housing choice voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
2. Real estate taxes and public assessments on the home;
3. Home insurance;
4. Maintenance expenses of \$50 per month;
5. An allowance of \$50 a month for costs of major repairs and replacements;

6. The Allegheny County Housing Authority's utility allowance for the home; and
  7. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- D. Homeownership expenses for a cooperative member may only include amounts to cover:
1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  3. Home insurance;
  4. The PHA allowance for maintenance expenses;
  5. The PHA allowance for costs of major repairs and replacements;
  6. The PHA utility allowance for the home; and
  7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- F. The Allegheny County Housing Authority will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not

want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family. Family must provide a statement from mortgage company reflecting current payments at re-examination and/or if requested by ACHA.

- G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, the Allegheny County Housing Authority retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

### ***21.13 HOMEOWNERSHIP PORTABILITY***

- A. A family may qualify to move outside the initial Allegheny County Housing Authority's jurisdiction with continued homeownership assistance under the housing choice voucher program. Families determined eligible for homeownership assistance by the Allegheny County Housing Authority may purchase a unit outside our jurisdiction, if:
  - 1. They meet our normal requirements for portability under the rental program;
  - 2. The receiving housing authority is administering a housing choice voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and
  - 3. The receiving housing authority is accepting new homeownership families.
- B. Conversely, if the Allegheny County Housing Authority has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.
- C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a housing choice voucher or execution of a tenancy addendum) do not apply to the homeownership option.
- D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is



unable to purchase a home within the maximum time established by the housing authority.

- E. Continued assistance under portability procedures is the next Section of this Administrative Plan.

#### ***21.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE***

- A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements). The Allegheny County Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.
- B. The Allegheny County Housing Authority must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:
  - 1. The requirement for pre-assistance counseling is not applicable.
  - 2. The requirement that a family must be a first-time homeowner is not applicable.
- C. The Allegheny County Housing Authority may deny permission to move with continued assistance in the following circumstances:
  - 1. The Allegheny County Housing Authority may deny permission to move with continued rental or homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.
  - 2. At any time, the Allegheny County Housing Authority may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

#### ***21.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES***

- A. At any time, the Allegheny County Housing Authority may deny or terminate homeownership assistance in accordance with the same rules as it utilizes for the rental program.

- B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.
- C. The Allegheny County Housing Authority may deny or terminate assistance for violation of participant obligations as previously described for the rental program.
- D. The PHA shall terminate housing choice voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Allegheny County Housing Authority, in its discretion, may permit the family to move to a new unit with continued housing choice voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing authority will deny such permission, if:
  - 1. The family defaulted on an FHA-insured mortgage; and
  - 2. The family fails to demonstrate that:
    - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
    - b. The family has moved from the home within the period established or approved by HUD.

#### ***21.16 FORECLOSURE UNDER HOME OWNERSHIP PROGRAM***

In the event a family has been foreclosed upon while utilizing a home ownership voucher, the following actions will take place:

- A. Housing Assistance Payment (HAP) will immediately be placed on hold.
- B. The family must attend a scheduled meeting to discuss the foreclosure. This meeting will take place within ten (10) business days after notification of foreclosure.
- C. ACHA will determine when the last mortgage payment was made in conjunction with both the family and the financial institution.
- D. The family will be issued a written notice that all HAP that was paid be returned to the ACHA from the last date of mortgage payment. ACHA will not allow a repayment agreement; all payments made to the tenant and not paid onto mortgage must be paid no later than thirty (30) calendar days after date of written notice.

- E. If the money is not returned to the ACHA within that time period, the case will be referred to Public Safety for fraud investigation.

## **22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS**

### **22.1 PURPOSE**

This Code of Conduct establishes standards for employee and Board of Director conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Board of Directors of the Allegheny County Housing Authority, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Board of Director member's right to privacy and the right to participate freely in a democratic society and economy.

### **22.2 CONFLICT OF INTEREST**

In accordance with 24 CFR 982.161, neither the Allegheny County Housing Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the Allegheny County Housing Authority or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority (except a participant member of the Board of Directors);
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the Allegheny County Housing Authority's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of the Allegheny County Housing Authority for good cause.

### **22.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS**

No member of the Board of Directors or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

### **22.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT**

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the Allegheny County Housing Authority's Personnel Policy or as determined by action of the Board of Directors.

## **23.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Allegheny County Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Allegheny County Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Allegheny County Housing Authority will expeditiously re-evaluate a resident's portion of the rent if requested to do so.

- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service. If the service extends beyond 180 calendar days, the Allegheny County Housing Authority will seek a waiver of the 180 calendar day limit from HUD.

## **24.0 ANTI-FRAUD POLICY**

The Allegheny County Housing Authority is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Allegheny County Housing Authority. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Allegheny County Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Allegheny County Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement;
- C. Terminate the resident's rental assistance;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Allegheny County Housing Authority deems appropriate.

## **25.0 PROJECT-BASING HOUSING VOUCHERS**

The Allegheny County Housing Authority has determined that project-basing some of its housing vouchers (not to exceed 20% of the funding available for the agency's housing

choice voucher program) is in the community's interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

## **25.1 SELECTION OF PROPERTIES TO PROJECT-BASE**

### **A. Selection Policy**

The policies as set forth herein are adopted by the Allegheny County Housing Authority for the purpose of administering the Section 8 Project-Based Voucher program.

The Allegheny County Housing Authority will select Project-Based Voucher proposals by either of the following two methods:

1. Allegheny County Housing Authority will request Project-Based Voucher Proposals. The Allegheny County Housing will not limit proposals to a single site or impose restrictions that explicitly or practically preclude other submissions of proposals for Project-Based Voucher housing on different sites.
2. The selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the Project-Based Voucher proposal selection date. Also, the earlier competitive selection proposal must not have involved any consideration that the project would receive Project-Based Voucher assistance. In this case, the vouchers can be project-based merely on a vote of the Board of Commissioners.

Once a decision to project-base units has been made but before the process begins, the Allegheny County Housing Authority will electronically submit required information to HUD (see PIH Notice 2015-05 or successor requirements) at least 14 calendar days before issuing an RFP or selecting based on previous competition.

If the Allegheny County Housing Authority will be selecting proposals under A(1) of this section, the Allegheny County Housing Authority will issue a

Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the structure and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The RFP may include all forms of housing or individual forms (e.g., newly constructed housing only).

The Allegheny County Housing Authority will advertise the RFP in the Pittsburgh Post-Gazette, which is the newspaper of general circulation for the jurisdiction, and another appropriate newspaper. Applicants shall have twenty (20) calendar days from the last date of publication to respond by submitting their applications. Only applications submitted in response to the advertisement will be considered.

The Allegheny County Housing Authority will prepare a detailed RFP package outlining;

- Program Requirements to include:
  - (1) ineligible housing types and prohibition of assistance for units in subsidized housing; and
  - (2) program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and
  - (3) housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable;
- Application Requirements;
- Rating and Ranking of Applications; and
- Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the Allegheny County Housing Authority adequate time to examine the proposed site before the selection date. For existing housing, the Allegheny County Housing Authority will inspect all of the units to determine whether the units substantially comply with the HQS.

After the closing date of the Request for Proposals, the Allegheny County Housing Authority will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each building has not been exceeded, and score the proposal.

After the Allegheny County Housing Authority staff has made its decision, the Executive Director will present the rating and ranking of proposals, along with the recommended selection based on the scores received to the Allegheny County Housing Authority Board of Commissioners for approval.

If the selection of proposals includes Allegheny County Housing Authority owned property(s), the Allegheny County Housing Authority will notify the HUD field office before finalizing the selection for its review of the selection.

A Housing Authority owned unit is defined as a dwelling unit owned by the Housing Authority that administers the voucher program. Housing Authority-owned means that the agency or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

The Allegheny County Housing Authority will give written notification to the successful proposer(s) within five (5) business days of Board approval. The Allegheny County Housing Authority will also notify those proposers that weren't selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.

The Allegheny County Housing Authority will make documentation available for public inspection regarding the basis for the Allegheny County Housing Authority selection of a Project-Based Voucher proposal.

If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the Executive Director within ten (10) calendar days from the date contained on the denial letter from the Allegheny County Housing Authority.

The Allegheny County Housing Authority will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing;
- Identification of the RFP being appealed;
- A statement of the reason for appealing;
- Supporting exhibits, evidence, or documents to substantiate any arguments; and
- The form of relief requested.



The Allegheny County Housing Authority shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested. The Allegheny County Housing Authority may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the Allegheny County Housing Authority Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Executive Director.

If the appeal is not granted, the Executive Director will provide a written decision with justification for the denial of the appeal.

B. Requirements for Selection of Project-Base Housing

1. Housing Type

The Allegheny County Housing Authority may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the Allegheny County Housing Authority selection, the units substantially comply with HQS.

2. Prohibition of Assistance for Ineligible Units

(a) Ineligible Units

The Allegheny County Housing Authority will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

- (i) Shared housing;
- (ii) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- (iii) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing;
- (iv) Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;

- (v) Manufactured homes;
- (vi) Cooperative housing; and
- (vii) Transitional housing.

(b) High-rise Elevator Project for Families with Children

The Allegheny County Housing Authority will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may be occupied by families with children unless the Allegheny County Housing Authority determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The Allegheny County Housing Authority will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the housing.

(d) Prohibition Against Selecting a Unit Occupied by an Ineligible Family

The Allegheny County Housing Authority will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The Allegheny County Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (a) A public housing dwelling unit;
- (b) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);
- (c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

- (e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Allegheny County Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- (f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Allegheny County Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- (h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).
- (i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (j) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- (l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Allegheny County Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

#### 4. Prohibition of Excess Public Assistance

The Allegheny County Housing Authority will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The Allegheny County Housing Authority will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The Allegheny County Housing Authority will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each Building

(a) 25 Percent Per Building Cap

The Allegheny County Housing Authority will not select a proposal to provide Project-Based Voucher assistance for units in a building or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a building if the total number of dwelling units in the building that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than 25 percent of the number of the dwelling units in the building.

(b) Exception to 25 Percent Per Building Cap

In the following instances, Project-Based Voucher units are not counted against the 25 percent per building cap:

(i) Units in a single-family building (4 units or less)

(ii) Excepted units in a multi-family building.

*Note: "Excepted units" means units in a multifamily building that are specifically made available for qualifying families;*

*"Qualifying families" means: Elderly or disabled families; or families receiving supportive services.*

*Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency and may include:*

- (1) *Child care - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;*
- (2) *Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;*
- (3) *Education - remedial education; education for completion of secondary or post-secondary schooling;*
- (4) *Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;*
- (5) *Personal welfare - substance/alcohol abuse treatment and counseling;*
- (6) *Household skills and management - training in homemaking and parenting skills; household management; and money management;*
- (7) *Other services - any other services and resources, including case management, reasonable accommodations for individuals with disabilities, that the Allegheny County Housing Authority determines to be appropriate in assisting families to achieve economic independence and self-sufficiency.*

6. Site Selection Standards

(a) General Requirements

The Allegheny County Housing Authority will not select a proposal for existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP contract for units on the site until the Allegheny County Housing Authority has determined that:

- (i) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and

expanding housing and economic opportunities as outlined in the Allegheny County Housing Authority Annual and Five-Year Plan and this Administrative Policy. In making this determination, the Allegheny County Housing Authority will utilize the following factors:

- (1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
  - (2) Whether a Project-Based Voucher development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
  - (3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;
  - (4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
  - (5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
  - (6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;
  - (7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.
- (ii) The site is suitable from the standpoint of facilitating and furthering full compliance with applicable Civil Rights statutes and regulations, including the requirement that the

site meet the Section 504 site selection requirements described in 24 FR 8.4(b)(5).

- (iii) The site meets the HQS site requirements at 24 CFR 982.401(1).

(b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The Allegheny County Housing Authority will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

- (i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
- (ii) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (iii) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.
- (iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

- (i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- (ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- (iii) A project may be located in an area of minority concentration only if:
  - (1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside area of minority concentration; or
  - (2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

*Note: "Sufficient" does not require that in every locality there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year so that, over a period of several years, it will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance will be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.*

*Units will be considered "comparable opportunities" if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent, serve the same income group, are located in the same housing market, and are in standard condition.*



*Application of the “comparable opportunities” standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:*

- (A) A significant number of assisted housing units are available outside areas of minority concentration.*
- (B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.*
- (C) There are racially integrated neighborhoods in the locality.*
- (D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration*
- (E) Minority families have benefited from local activities (e.g., acquisition and write-down of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.*
- (F) A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.*
- (G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.*

Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

- (iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.
- (vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.
- (vii) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers must not be excessive.

7. Environmental Review

The Allegheny County Housing Authority will not enter into an Agreement or HAP contract with an owner nor will the Allegheny County Housing Authority, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

- (a) The responsible entity (a unit of general local government, a county or a state) has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;
- (b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or
- (c) HUD has performed an environmental review under 24 CFR part 50 and has notified the Allegheny County Housing Authority in writing of environmental approval of the site.

The Allegheny County Housing Authority will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

8. Allegheny County Housing Authority Owned Units

- (a) Selection of Allegheny County Housing Authority Owned Units

If the Allegheny County Housing Authority selects its own proposal, the HUD field office will review the selection process to determine that the Allegheny County Housing Authority units were appropriately selected based on the selection procedures as outlined in this Section 8 Administrative Plan. HUD approval must be received for the arrangements prior to entering into the AHAP for new construction and rehabilitation or prior to selecting existing housing. The information required is outlined in PIH Notice 2015-5.

- (b) Inspection and Determination of Reasonable Rent

The Allegheny County Housing Authority will have an independent entity approved by HUD perform the following program services:

- (i) Determination of rent to owner as outlined in 25.5(A) and (B). The independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and
- (ii) Inspections as outlined in Section 25.2(F) of this Administrative Plan.

(c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the Allegheny County Housing Authority's jurisdiction (unless the Allegheny County Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) Payment to Independent Entity and Appraiser

The Allegheny County Housing Authority will compensate the independent entity and appraiser from the Allegheny County Housing Authority's ongoing administrative fee income (including the amounts credited to the administrative fee reserve). The Allegheny County Housing Authority will not use other program receipts to compensate the independent entity and appraiser for their services.

The Allegheny County Housing Authority, independent entity, and appraiser will not charge the family any fee for the appraisal or the services provided by the independent entity.

## **25.2 HOUSING QUALITY STANDARDS**

The Allegheny County Housing Authority will follow the policies as outlined in Section 12.0 Inspection Policies and Housing Quality Standards of this Section 8 Administrative for the Project-Based Voucher Program except when the physical condition standards at 24 CFR 5.703 do not apply to the Project-Based Voucher Program and the lead-based paint requirements at 24 CFR 982.401(j) do not apply to the Project-Based Voucher Program.

A. Inspecting Units

1. Pre-Selection Inspection

- (a) Inspection of Site

The Allegheny County Housing Authority will examine the proposed site to confirm its appropriateness before the proposal selection date.

2. Inspection of Existing Units

The Allegheny County Housing Authority will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. The Allegheny County Housing Authority will not execute the HAP contract until the units fully comply with the HQS.

- B. Pre-HAP Contract Inspections

The Allegheny County Housing Authority will inspect each contract unit before execution of the HAP contract. The Allegheny County Housing Authority will not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

- C. Turnover Inspections

The Allegheny County Housing Authority will inspect the unit before providing assistance to a new family in a contract unit. The Allegheny County Housing Authority will not provide assistance on behalf of the family until the unit fully complies with the HQS.

- D. Annual Inspections

1. At least annually during the term of the HAP contract, the Allegheny County Housing Authority will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS.

*Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this annual inspection requirement.*

2. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the Allegheny County Housing Authority will re-inspect 100 percent of the contract units in the building.

E. Other Inspections

1. The Allegheny County Housing Authority will inspect contract units whenever needed to determine that the contract units comply with the HQS, that the owner is complying with the HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The Allegheny County Housing Authority will take into account complaints and any other information coming to its attention in scheduling inspections.
2. The Allegheny County Housing Authority will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected an HQS violation. Additionally, the Allegheny County Housing Authority will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.
3. The Allegheny County Housing Authority will include a representative sample of both tenant-based and project-based units in conducting its supervisory quality control HQS inspections.

F. Inspecting Allegheny County Housing Authority Owned Units

1. For Allegheny County Housing Authority owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the Allegheny County Housing Authority jurisdiction (unless the Allegheny County Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.
2. The independent entity shall provide a copy of each inspection report to the Allegheny County Housing Authority and to the HUD field office where the project is located.
3. The Allegheny County Housing Authority will take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (Allegheny County Housing Authority).

### **25.3 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS**

This section only applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing at a later date.

#### **A. Purpose and Content of the Agreement to Enter into HAP Contract**

##### **1. Requirement**

The Allegheny County Housing Authority will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

##### **2. Purpose of the Agreement**

In the Agreement, the owner agrees to develop the contract units to comply with the HQS and the Allegheny County Housing Authority agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the Allegheny County Housing Authority will enter into a HAP contract with the owner for the contract units.

##### **3. Description of Housing**

- (a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:
  - (i) Site;
  - (ii) Location of contract units on site;
  - (iii) Number of contract units by area (size) and number of bedrooms and bathrooms;
  - (iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;
  - (v) Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;
  - (vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing

regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;

- (vii) Estimated initial rents to owner for the contract units;
- (viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the Allegheny County Housing Authority, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

(b) At a minimum, the housing must comply with the HQS.

**The Housing Authority may elect to establish additional requirements for quality, architecture, or design of Project-Based Voucher housing over and above the HQS, and any such additional requirement must be specified in the Agreement.**

B. Execution of the Agreement

1. Prohibition of Excess Subsidy

The Allegheny County Housing Authority will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The Allegheny County Housing Authority will not enter the Agreement with the owner until the environmental review is completed and the Allegheny County Housing Authority has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the Allegheny County Housing Authority notice of proposal selection to the selected owner.

C. Conduct of Development Work



1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

- (a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.
- (b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.
- (c) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The Allegheny County Housing Authority will monitor compliance with labor standards.

3. Equal Opportunity

- (a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.
- (b) The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432 and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

The owner must develop and complete the housing in accordance with the Agreement. The Agreement will specify the deadlines for completion of the housing and for submission by the owner of the required evidence of completion.

2. Required Evidence of Completion

(a) Minimum Submission

At a minimum, the owner must submit the following evidence of completion to the Allegheny County Housing Authority in the form and manner required by the Allegheny County Housing Authority:

- (i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
- (ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(b) Additional Documentation

At the discretion of the Allegheny County Housing Authority, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion. For example, such documentation may include:

- (i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and
- (ii) An architect's certification that the housing complies with:
  - (A) HUD housing quality standards;
  - (B) State, local, or other building codes;

- (C) Zoning;
- (D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or
- (E) Any additional design or quality requirements pursuant to the Agreement.

E. Allegheny County Housing Authority Acceptance of Completed Units

1. Allegheny County Housing Authority Determination of Completion

When the Allegheny County Housing Authority has received owner notice the housing is completed:

- (a) The Allegheny County Housing Authority will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement(s) imposed by the Allegheny County Housing Authority under the Agreement.
- (b) The Allegheny County Housing Authority will determine if the owner has submitted all required evidence of completion.
- (c) If the work has not been completed in accordance with the Agreement, the Allegheny County Housing Authority will not enter into the HAP contract.

2. Execution of HAP Contract

If the Allegheny County Housing Authority determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the Allegheny County Housing Authority will submit the HAP contract for execution by the owner and will then execute the HAP contract.

**25.4 HOUSING ASSISTANCE PAYMENT CONTRACT**

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing.

A. Purpose of the HAP Contract

1. Requirement

The Allegheny County Housing Authority will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

- (a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.
- (b) The Allegheny County Housing Authority makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

- 1. The total number of contract units by number of bedrooms;
- 2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- 3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- 4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;
- 5. Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;
- 6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- 7. The HAP contract term;

8. The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services); and
9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

- (a) Before execution of the HAP contract, the Allegheny County Housing Authority will inspect each contract unit in accordance with Section 25.2 B.
- (b) The Allegheny County Housing Authority will not enter into a HAP contract for any contract unit until the Allegheny County Housing Authority has determined that the unit complies with the HQS.

2. Existing Housing

The Allegheny County Housing Authority will promptly execute the HAP contract after the Allegheny County Housing Authority selection of the owner proposal and Allegheny County Housing Authority inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

The Allegheny County Housing Authority will execute the HAP contract after the Allegheny County Housing Authority has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.

When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract

1. Initial Term and Any Extensions

The Allegheny County Housing Authority may enter into a HAP contract with an owner for an initial term of up to ten years for each contract unit.

The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than ten years.

Within one year before expiration, the Allegheny County Housing Authority may agree to extend the term of the HAP contract for an additional term of up to five years if the Allegheny County Housing Authority determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

The term and potential extensions the Allegheny County Housing Authority is willing to enter into will be discussed in the project selection process.

2. Termination by the Allegheny County Housing Authority – Insufficient Funding

The HAP contract will provide that the term of the Allegheny County Housing Authority’s contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the Allegheny County Housing Authority in accordance with HUD instructions.

*Note: “Sufficient funding” means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.*

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the Allegheny County Housing Authority may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the Allegheny County Housing Authority will be implemented in accordance with HUD instructions.

3. Termination by Owner – Reduction Below Initial Rent

The owner may terminate the HAP contract, upon notice to the Allegheny County Housing Authority, if the amount of rent to the owner is reduced below the initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

E. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the Allegheny County Housing Authority, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Prior to such substitution, the Allegheny County Housing Authority will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HQS.

2. Amendment to Add Contract Units

At the discretion of the Allegheny County Housing Authority, and provided that the total number of units in a building that will receive Project-Based Voucher assistance or other project-based assistance will not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building or the 20 percent of authorized budget authority of the Allegheny County Housing Authority, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional Project-Based Voucher contract units in the same building. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract.

3. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

4. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the Allegheny County Housing Authority and in the lease with each assisted family.

At the discretion of the Allegheny County Housing Authority, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the Allegheny County Housing Authority (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

5. Remedies for HQS Violation

The Allegheny County Housing Authority will vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The Allegheny County Housing Authority will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

If the Allegheny County Housing Authority determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the Allegheny County Housing Authority may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

6. Maintenance and Replacement – Owner’s Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

7. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:



- (a) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- (b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- (c) Complying with equal opportunity requirements.
- (d) Preparing and furnishing to the Allegheny County Housing Authority information required under the HAP contract.
- (e) Collecting from the family:
  - (i) Any security deposit.
  - (ii) The tenant contribution (the part of rent owner not covered by the housing payment).
  - (iii) Any charges for unit damage by the family.
  - (iv) Enforcing tenant obligations under the lease.
  - (v) Paying for utilities and services (unless paid by the family under the lease).
  - (vi) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note:

*Note: Reasonable Modification of Existing Premises*

(A) *It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.*

*However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.*

- (B) *However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.*

*A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.*

## 8. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

- (a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- (b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.
- (c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the

Allegheny County Housing Authority, and the lease is in accordance with the HAP contract and HUD requirements.

- (c) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- (d) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- (e) The amount of the housing assistance payment is the correct amount due under the HAP contract.
- (f) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- (g) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the Allegheny County Housing Authority, HUD, or any other public or private source) for rental of the contract unit.
- (h) The participating family does not own or have any interest in the contract unit.

## **25.5 OPERATION OF PROJECT-BASED PROPERTIES**

### **A. Project-Based Waiting List**

The Allegheny County Housing Authority may use a separate waiting list for admission to each Project-Based Section 8 Assistance Program. The PBV list may be combined with the waiting list for the property. All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant's position on the Section 8 Voucher Tenant Based Assistance Program.

The waiting list for the Project-Based Section 8 Assistance Program will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.

2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.
3. Substantive contacts between the Allegheny County Housing Authority and the applicant will be documented in the applicant file.

B. Admission Preferences

The preferences utilized shall be the same as is used for the Tenant Based Housing Choice Voucher Program unless the project provides specialized services and in that case the project may utilize different preference pre-approved by the Allegheny County Housing Authority.

C. Selection from the Waiting List

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants' position on the Section 8 Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based Section 8 Assistance Program. The owner must promptly notify the Allegheny County Housing Authority in writing if an applicant is rejected and the grounds for the rejection.

Under this plan, the first qualified applicant in sequence on the Section 8 Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the Allegheny County Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation.

Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she will have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

The Allegheny County Housing Authority will maintain a record of units offered, including location, date and circumstances of each offer and each acceptance or rejection, including the reason for the rejection.

All Section 8 Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the Section 8 Project-Based Assistance Program waiting list.

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

D. Project-Based Briefing

When the Allegheny County Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
4. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move with continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and
5. A description of the Allegheny County Housing Authority's policy on providing information to owners.

E. Project-Based Briefing Packet

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

1. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);
2. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
3. The HUD-required lead-based paint brochure;
4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
5. The family and owner responsibilities under the lease and HAP contract;
6. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction; and
7. Allegheny County Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

F. Leasing of Contract Units

1. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the Allegheny County Housing Authority from the Allegheny County Housing Authority waiting list.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

2. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the Allegheny County Housing Authority's subsidy standards.

3. Allegheny County Housing Authority Requirements for the Leasing of an Excepted Unit for Supportive Services

At the time of initial lease execution between the family and the owner, the Allegheny County Housing Authority will require the family to sign a statement of family responsibility. The statement of family responsibility will contain all the family obligations, including the family's participation in a service program.

The Allegheny County Housing Authority will monitor on an annual basis that "excepted families" are receiving supportive services. Additionally, the Allegheny County Housing Authority will be monitoring the family to insure that the family is fulfilling their service obligation. This monitoring will consist of a meeting with the family and third party verification from the party responsible for delivery of the supportive services.

The Allegheny County Housing Authority will terminate assistance to any family that fails to fulfill its service obligation without good cause.

G. Vacancies

1. Filling Vacant Units

The owner must promptly notify the Allegheny County Housing Authority of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the Allegheny County Housing Authority will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the Allegheny County Housing Authority waiting list referred by the Allegheny County Housing Authority.

It is expected that the Allegheny County Housing Authority and the owner will make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

2. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the Allegheny County Housing Authority to fill such vacancies), the Allegheny County Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

H. Tenant Screening

The Allegheny County Housing Authority has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. However, it will screen applicant's criminal background and those owing money to local housing authorities.

In addition to the eligibility criteria, families must also meet the Allegheny County Housing Authority screening criteria in order to be admitted to project-based voucher program as follows:

1. Do not have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
2. Not be listed on a state sex offender registration program; or
3. Owe money to the Allegheny County Housing Authority, the Pittsburgh Housing Authority, or the McKeesport Housing Authority.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

Owner Responsibility



1. The owner is responsible for screening and selection of families to occupy the owner's unit. The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
  - (a) Payment of rent and utility bills:
  - (b) Caring for a unit and premises:
  - (c) Respecting the rights of other residents to the peaceful enjoyment of their housing;
  - (d) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
  - (e) Compliance with other essential conditions of tenancy.
2. Providing Tenant Information to Owner
  - (a) The Allegheny County Housing Authority will give the owner:
  - (b) The family's current and prior address (as shown in the Allegheny County Housing Authority records); and
  - (c) The name and address (if known) of the landlord at the family's current and any prior address.

*Note: The Allegheny County Housing Authority is required to give the family a description of the Allegheny County Housing Authority's policy on providing information to owners. The policy must provide that the Allegheny County Housing Authority will give the same types of information to all owners.*

## I. Lease

### 1. Tenant's Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

### 2. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a Allegheny County Housing Authority model lease.

In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

3. Required Information

The lease must specify all of the following:

- (a) The names of the owner and the tenant;
- (b) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- (c) The term of the lease (initial term and any provision for renewal);
- (d) The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;
- (e) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and
- (f) The amount of any charges for food, furniture, or supportive services.

4. Initial Term of the Lease

The initial lease term must be for at least one year.

5. Tenancy Addendum

The tenancy addendum in the lease shall state:

- (a) The program tenancy requirements; and
- (b) The composition of the household as approved by the Allegheny County Housing Authority (names of family members and any Allegheny County Housing Authority live-in aide).

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

6. Changes in Lease

If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the Allegheny County Housing Authority a copy of all such changes.

The owner must notify the Allegheny County Housing Authority in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the Allegheny County Housing Authority and in accordance with the terms of the lease relating to its amendment. The Allegheny County Housing Authority will re-determine reasonable rent in accordance with Section 25.5 (C), based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence From the Unit

The owner's lease may specify a maximum period of tenant absence from the unit that may be shorter than the maximum period permitted by the Allegheny County Housing Authority in Section 2.3(H) of this Administrative Plan.

J. Security Deposit

The owner may collect a security deposit from the tenant. The Allegheny County Housing Authority prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The Allegheny County Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

K. Owner Termination of Tenancy and Eviction

1. In general, Section 17.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 17(a)(viii) (3) & (4) do not apply to the Project-based Voucher Program. In the Project-based Voucher Program “good cause” does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.
2. Upon lease expiration, an owner may:
  - (a) Renew the lease;
  - (b) Refuse to renew the lease for good cause;
  - (c) Refuse to renew the lease without good cause, which case the Allegheny County Housing Authority will provide the family with a tenant based voucher and the unit will be removed from the Project-based Voucher HAP contract.
3. If a family resides in a project-based unit excepted from the 25 percent per building cap on project-basing because of participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

L. Overcrowded, Under-Occupied, and Accessible Units

1. Family Occupancy of Wrong-size or Accessible Unit

The Allegheny County Housing Authority’s subsidy standards determine the appropriate unit size for the family size and composition. If the Allegheny County Housing Authority determines that a family is occupying a:

- (a) Wrong-size unit, or
- (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility

features, the Allegheny County Housing Authority must promptly notify the family and the owner of this determination, and of the Allegheny County Housing Authority's offer of continued assistance in another unit pursuant to paragraph (2) of this section.

2. Allegheny County Housing Authority Offer of Continued Assistance

If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Allegheny County Housing Authority will offer the family the opportunity to receive continued housing assistance in another unit.

The Allegheny County Housing Authority will offer the following housing options as continued assistance.

- (a) Project-based voucher assistance in an appropriate-size unit (in the same building or in another building);
- (b) Other project-based housing assistance (e.g., by occupancy of a public housing unit);
- (c) Tenant-based rental assistance under the voucher program; or
- (d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

3. Allegheny County Housing Authority Termination of Housing Assistance Payments

If the Allegheny County Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the Allegheny County Housing Authority will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the Allegheny County Housing Authority).

If the Allegheny County Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the Allegheny County Housing Authority, or both, the Allegheny County Housing Authority will terminate the housing assistance payments for the wrong-sized or accessible unit, at the

expiration of a reasonable period as determined by the Allegheny County Housing Authority.

M. When Occupancy May Exceed 25 Percent Cap on the Number of Project-Based Voucher Units in Each Building

1. Except as provided in Section 25.1 (B)(5), the Allegheny County Housing Authority will not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap.
2. If referring families to the owner for admission to excepted units, the Allegheny County Housing Authority will give preference to elderly or disabled families, or to families receiving supportive services.
3. If a family at the time of initial move-in is receiving supportive services and residing in an “excepted unit” and subsequently fulfills their commitments and continues to reside in the unit, the unit remains an “excepted unit” for as long as the family resides in the unit.
4. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per building cap exception (e.g., a family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in this Administrative Plan or the remaining members of a family that no longer qualifies for elderly or disabled family status) will be required to vacate the unit within a reasonable period of time established by the Allegheny County Housing Authority, and the Allegheny County Housing Authority will cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit will be removed from the HAP contract unless the project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with Section 25.4 (F) or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) will be terminated by the Allegheny County Housing Authority.

N. Family Right to Move

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent

to vacate, with a copy to the Allegheny County Housing Authority in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the Allegheny County Housing Authority will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Note: Before providing notice to terminate the lease, the family must contact the Allegheny County Housing Authority to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, the Allegheny County Housing Authority will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

## **25.6 RENT TO OWNER**

### **A. Determining the Rent to Owner**

#### **1. Initial and Redetermined Rents**

- (a) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.
- (b) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this Section 25.5 (A) and Section 26.5 (B) . The rent to owner is also redetermined at such time when there is a five percent or greater decrease in the published FMR.

#### **2. Amount of Rent to Owner**

Except for certain tax credit units as provided in Section 25.5 (C), the rent to owner must not exceed the lowest of:

- (a) An amount determined by the Allegheny County Housing Authority, not to exceed 110 percent of the applicable fair market

rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;

- (b) The reasonable rent; or
- (c) The rent requested by the owner.

3. Rent to Owner for Certain Tax Credit Units

- (a) This section applies if:
  - (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);
  - (ii) The contract unit is not located in a qualified census tract;

A “qualified census tract” is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

- (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
  - (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 25.5 (B).
- (b) The rent to owner must not exceed the lowest of:
  - (i) The tax credit rent minus any utility allowance;
  - (ii) The reasonable rent; or
  - (iii) The rent requested by the owner.
- (c) The “tax credit rent” is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance



(e.g., additional assistance such as tenant-based voucher assistance).

4. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

5. Reasonable Rent

The Allegheny County Housing Authority will determine reasonable rent in accordance with Section 25.5 (C). The rent to owner for each contract unit may at no time exceed the reasonable rent.

6. Use of FMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

(a) Amounts used:

(i) Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the Allegheny County Housing Authority will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the Allegheny County Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(ii) Redetermination of Rent to Owner

When redetermining the rent to owner, the Allegheny County Housing Authority will use the most recently published FMR and the Allegheny County Housing Authority utility allowance schedule in effect at the time of redetermination. At its discretion, the Allegheny County Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(b) Exception Payment Standard and Allegheny County Housing Authority Utility Allowance Schedule

- (i) Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.
- (ii) The Allegheny County Housing Authority may not establish or apply different utility allowance amounts for the project-based voucher program. The same Allegheny County Housing Authority utility allowance schedule applies to both the tenant-based and project-based voucher programs.

7. Allegheny County Housing Authority Owned Units

For Allegheny County Housing Authority owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with Section 25.5 (C)(6). The Allegheny County Housing Authority must use the rent to owner established by the independent entity.

B. Re-determination of Rent to Owner

- 1. The Allegheny County Housing Authority will re-determine the rent to owner:
  - (a) Upon the owner's request; or
  - (b) When there is a five percent or greater decrease in the published FMR.
- 2. Rent Increase
  - (a) The Allegheny County Housing Authority will not make any rent increase other than an increase in the rent to owner as outlined in 25.5(A) above.
  - (b) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the Allegheny County Housing Authority. The Allegheny County Housing Authority must receive the written notice sixty (60) calendar days before the annual anniversary date. The request

must be submitted in the form and manner required by the Allegheny County Housing Authority.

- (c) The Allegheny County Housing Authority will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The Allegheny County Housing Authority will not grant any retroactive increase of rent for any period of noncompliance.

3. Rent Decrease

If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

4. Notice of Rent Determination

The Allegheny County Housing Authority will give written notice of any redetermined rent. The Allegheny County Housing Authority notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

5. Contract Year and Annual Anniversary of the HAP Contract

- (a) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.
- (b) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.
- (c) If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

C. Reasonable Rent

1. Comparability Requirement

At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the Allegheny County Housing Authority.

2. Redetermination

The Allegheny County Housing Authority will redetermine the reasonable rent under the following circumstances:

- (a) Whenever there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;
- (b) Whenever the Allegheny County Housing Authority approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- (c) Whenever the HAP contract is amended to substitute a different contract unit in the same building; and
- (d) Whenever there is any other change that may substantially affect the reasonable rent.

3. How to Determine Reasonable Rent

The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, the Allegheny County Housing Authority will consider factors that affect market rent, such as:

- (a) The location, quality, size, unit type, and age of the contract unit; and
- (b) Amenities, housing services, maintenance, and utilities to be provided by the owner.

4. Comparability Analysis

- (a) For each unit, the Allegheny County Housing Authority comparability analysis will use at least three comparable units in

the private unassisted market, which may include comparable unassisted units in the premises or project.

- (b) The Allegheny County Housing Authority will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.
- (c) The comparability analysis may be performed by the Allegheny County Housing Authority staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any Allegheny County Housing Authority staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

5. Owner Certification of Comparability

By accepting each monthly housing assistance payment from the Allegheny County Housing Authority, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the Allegheny County Housing Authority information requested by the Allegheny County Housing Authority on rents charged by the owner for other units in the premises or elsewhere.

6. Determining Reasonable Rent for Allegheny County Housing Authority Units

For Allegheny County Housing Authority units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with Section 25.1(J), rather than by Allegheny County Housing Authority staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for Allegheny County Housing Authority owned units to the Allegheny County Housing Authority and to the HUD field office where the project is located.

7. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 25.5(A)&(B), the following restrictions apply to certain units:

(a) HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.

(b) Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

- (i) An insured or non-insured Section 236 project;
- (ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- (iii) A Section 221(d)(3) below market interest rate (BMIR) project;
- (iv) A Section 515 project of the Rural Housing Service;
- (v) A project receiving low-income housing tax credits;
- (vi) Any other type of federally subsidized project specified by HUD.

The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

(a) Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

(b) Other Subsidy: Allegheny County Housing Authority Discretion to Reduce Rent

The Allegheny County Housing Authority, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

(c) Prohibition of Other Subsidy

The Allegheny County Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (i) A public housing dwelling unit;
- (ii) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);
- (iii) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (iv) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- (v) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the Allegheny County Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- (vi) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the Allegheny County Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (vii) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- (viii) Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);
- (ix) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (x) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

- (xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the Allegheny County Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

8. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

**25.7 PAYMENT TO OWNER**

A. Allegheny County Housing Authority Payment to Owner for Occupied Unit

1. When Payments Are Made

The Allegheny County Housing Authority will make housing assistance payments to the owner in accordance with the terms of the HAP contract.

Except for discretionary vacancy payments in accordance with 25.6(B) below, the Allegheny County Housing Authority will not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

2. Monthly Payment

Monthly, the Allegheny County Housing Authority will make a housing assistance payment to the owner for each contract unit that is in compliance with HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

3. Calculating Amount of Payment

The monthly housing assistance payment by the Allegheny County Housing Authority to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

4. Prompt Payment



The Allegheny County Housing Authority will make the housing assistance payment to the owner under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the Allegheny County Housing Authority agree on a later date. If such an agreement has been made, it must be in writing.

5. Owner Compliance with Contract

In order to receive housing assistance payments in accordance with the HAP contract, the owner must be in compliance with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

B. Vacancy Payment

1. Payment for Move-Out Month

If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out (“move-out month”). If the Allegheny County Housing Authority determines that the vacancy is the owner’s fault, the owner may not keep the payment.

2. Tenant Payment to Owner

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The tenant rent is determined by the Allegheny County Housing Authority and is the maximum amount the owner can charge the family for rent of a contract unit.

The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

The owner cannot demand or accept any rent payment from the tenant in excess of the tenant rent. The owner is required to immediately return any excess payment to the tenant.

3. Limit of Allegheny County Housing Authority Responsibility

The Allegheny County Housing Authority is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The Allegheny County Housing

Authority is not responsible for paying the tenant rent, or for paying any other claim by the owner.

4. Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, the Allegheny County Housing Authority will pay the amount of such excess as a reimbursement for tenant-paid utilities and the tenant rent to the owner shall be zero.

C. Other Fees and Charges

1. Meals and Supportive Services

In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges will not be included in the rent to owner, nor will the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

For any other type of project-based assistance (other than assisted living) the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

2. Other Charges by Owner

The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

## **26.0 HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS)**

Housing conversion actions are:

- A. Owner decisions to opt-out of or not renew Section 8 project-based contracts (opt-outs);
- B. Owner prepayments of the mortgage or the voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments);

- C. HUD enforcement actions against owners (including the termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract); and
- D. HUD property disposition activities.

Depending on the type of Housing Conversion Action, eligible families receive either regular voucher assistance or enhanced voucher assistance. Enhanced voucher assistance under Section 8(t) of the United States Housing Act of 1937 differs from regular housing choice voucher assistance in two major respects if the participant remains in the effected property. First, it will establish a new "minimum rent" equal to the rent the family was paying at the time of the eligibility event, and second it may establish an enhanced payment standard that exceeds the Allegheny County Housing Authority's normal payment standard.

Specifically, the following actions constitute "housing conversion actions":

- A. Preservation Prepayments

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

- B. Project-based Opt-outs

When an owner chooses to end participation in certain programs by either opting-out of or not renewing certain expiring Section 8 contracts, eligible low-income residents assisted under the expiring Section 8 project-based contract are eligible for enhanced voucher assistance. The opt-out category includes cases where Section 8 contracts in restructured properties are converted to tenant-based assistance in accordance with section 515(c) of the Multifamily Assisted Housing Reform and Affordability Act of 1997. In the case of a 515(c) opt-out only, all families assisted under the expiring contract are income-eligible for enhanced voucher assistance.

Eligible low-income residents assisted under a rent supplement contract under Section 101 of the Housing and Urban Development Act of 1965 that ends at the expiration of a Section 8 HAP contract for units in the property are also eligible for enhanced voucher assistance. In a case where a rent supplement contract ends and there is not an expiring Section 8 project-based contract at the property, regular vouchers are provided to the eligible low-income families covered by the rent supplement contract, subject to availability of appropriations.

- C. HUD Enforcement Actions

When there is a HUD-originated termination action, HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers in these circumstances because families must move to receive housing choice voucher assistance.

D. HUD Property Disposition

A property disposition occurs when HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default on an FHA-insured mortgage and is closing down the property or selling the property to a new owner. Regular vouchers are provided to assist eligible low-income families in these cases.

## **26.1 TENANT-BASED ISSUES FOR HOUSING CONVERSION ACTIONS**

In general, housing choice voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of "housing conversion actions". Some actions will lead to the issuance of enhanced vouchers, which will be discussed in detail in this Section.

The following program guidance is applicable to all housing conversion actions, both regular and enhanced voucher assistance.

A. Tenant-based Nature of the Assistance

Housing choice vouchers (including enhanced vouchers) provided by HUD as the result of a housing conversion action are always tenant-based assistance. Families issued vouchers may elect to use the assistance in the same property and in all cases may choose to move from the property. Families may choose to exercise portability and move outside of the jurisdiction of the Allegheny County Housing Authority. There is no guarantee to the owner that any housing choice voucher assistance will be utilized at the property for any period of time. The Allegheny County Housing Authority will emphasize the tenant-based aspect of the assistance when briefing families, who may be unfamiliar with the concept of

tenant-based assistance and the freedom of choice associated with a tenant-based subsidy.

B. Allegheny County Housing Authority Screening of Families

The Allegheny County Housing Authority will utilize its normal screening procedures as part of the eligibility requirements.

The Allegheny County Housing Authority will provide any family denied assistance with an opportunity for an informal review. The decision to deny assistance rests with the Allegheny County Housing Authority,

C. Use of Owner Certifications for Determining Tenant Income

In order to reduce processing time, the Allegheny County Housing Authority may exercise its right to use the owner's most recent family income examination if:

1. the owner's current certification for the family is no more than six (6) months old; and
2. the Allegheny County Housing Authority determines that the owner certifications are acceptable after reviewing a small sample for accuracy.

If the Allegheny County Housing Authority chooses to use the owner's income certification, the Allegheny County Housing Authority will complete the subsequent family reexamination within one year of the date of the owner certification, not the date the Allegheny County Housing Authority accepted the owner certification in lieu of conducting its own determination.

D. Allegheny County Housing Authority Subsidy Standards

The Allegheny County Housing Authority will issue the housing choice voucher in accordance with its normal subsidy standards, not the actual size of the unit the family is currently occupying. There is a special rule for enhanced vouchers concerning families who reside in over-sized units and wish to remain at the property. This exception only applies to enhanced voucher assistance.

The Allegheny County Housing Authority will utilize the subsidy standard to calculate the maximum rent subsidy for the family. The payment standard for the family shall be the lower of:

1. the payment standard for the family unit size as determined by the Allegheny County Housing Authority subsidy standards; or
2. the payment standard for the actual size of the unit rented by the family.

E. Search Time

Since these vouchers are targeted to specific families adversely affected by HUD or owner actions in HUD multifamily properties, the Allegheny County Housing Authority will provide families with maximum search time that is reasonably required to locate housing.

F. Rent Reasonableness and Approval of Tenancy

All regular program requirements regarding the reasonableness of rent apply, regardless of whether the vouchers are enhanced vouchers or regular vouchers.

Reasonable rent is defined as a rent to owner that is not more than rent charged:

1. for comparable units in the private unassisted market; and
2. for comparable unassisted units in the premises.

The Allegheny County Housing Authority will not approve a lease until the Allegheny County Housing Authority determines that the initial rent to owner is a reasonable rent, regardless of whether the family chooses to remain in the family's current unit or move to a different unit.

If the Allegheny County Housing Authority determines the proposed rent is not reasonable, the owner must lower the rent or the family will have to find another unit in order to benefit from the voucher subsidy.

The initial lease term must be for at least one year unless the Allegheny County Housing Authority determines that a shorter term would improve housing opportunities for the participant and such shorter term is the prevailing local market practice.

G. Housing Quality Standards Inspections

The Allegheny County Housing Authority will inspect the unit to ensure that the unit meets the normal housing quality standards even if the family is residing in a unit that was previously assisted under a Section 8 project-based contract. Under no circumstances will the Allegheny County Housing Authority make housing assistance payments for any period of time prior to the date that the Allegheny County Housing Authority physically inspects the unit and determines that the unit meets the housing quality standards.

H. Timing Issues Involving HAP Contract Execution and Effective Dates

The funding process for vouchers that the Allegheny County Housing Authority receives from HUD is intended to result in issuance of the voucher to the family at least 60 calendar days prior to the target date of the housing conversion action. The target date is the date that the family would be impacted by a rent increase or possible displacement as a result of the housing conversion action.

For opt-out or HUD enforcement actions, the target date is the date that the project-based HAP contract expires or is terminated. For a preservation property, the target date is the earliest date the owner may increase the rent (no earlier than 60 calendar days following the effective date of the prepayment).

Before the Allegheny County Housing Authority approves a family to lease a dwelling unit with voucher assistance, the Allegheny County Housing Authority shall determine that the following conditions are met:

1. the unit is eligible;
2. The unit has been inspected and passes the housing quality standards;
3. the lease includes the tenancy addendum;
4. the rent to owner is reasonable; and
5. at the time a family initially receives tenant-based regular voucher assistance for occupancy of a dwelling unit and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share (gross rent minus subsidy) must not exceed 40 percent of the family's adjusted monthly income. (The 40 percent restriction is not applicable in the case of a family assisted with enhanced voucher assistance.)

Once these conditions are met, the Allegheny County Housing Authority will approve the unit for leasing.

In establishing the effective date of tenant-based HAP contracts, it is very important to make a distinction between families who choose to stay in the property and families who choose to move. The Allegheny County Housing Authority will not approve a tenancy (and execute a housing choice voucher HAP contract) on behalf of a stayer (family that stays in the property) for a lease term that is effective prior to the target date of the housing conversion action. For a family that is moving, the Allegheny County Housing Authority may approve a tenancy that begins before the target date, since in strong rental markets potential landlords will not hold a unit vacant.

#### I. Initial and Subsequent Use of Vouchers

All housing choice vouchers (enhanced or non-enhanced) provided in connection with housing conversion actions are special admission vouchers. Special admission vouchers differ from regular vouchers in that HUD provides the assistance with a specific family in mind. The Allegheny County Housing Authority will first use the allocation to assist the families targeted for assistance. The Allegheny County Housing Authority will not consider whether the family is on the housing choice voucher waiting list or the family's position on the housing choice voucher waiting list.

If a voucher issued to a family as the result of a housing conversion action turns over for any reason, the Allegheny County Housing Authority will retain the voucher for use as part of its regular housing choice voucher program. In cases where an enhanced voucher turns over following initial issuance, the voucher loses its special enhanced characteristics and is subject to all normal housing choice voucher program rules.

J. Inapplicability of the Allegheny County Housing Authority Targeting Requirement

Families admitted to the Allegheny County Housing Authority's tenant-based voucher program as a result of a housing conversion action are not subject to the income targeting requirements of the tenant-based program, and their admission will not be counted in determining whether the Allegheny County Housing Authority complied with the income targeting requirement.

## **26.2 PRESERVATION PREPAYMENTS**

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

A. Owner Prepays the Mortgage or Voluntarily Terminates the Mortgage Insurance (Preservation Prepayments)

Tenant-based assistance is offered to eligible residents of properties covered by the Emergency Low-Income Housing Preservation Act of 1987 (ELIHPA) and the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (LIHPRHA). (HUD's Office of Housing is responsible for identifying property eligibility under these provisions)

1. Covered Prepayments

To be considered an eligible property, the property must have reached its 20<sup>th</sup> year from final endorsement and meet one of the following criteria:



- a. Section 221(d)(3)-market rate, limited distribution properties receiving Section 8 payments converted from Rent Supplement whose project number series is 35001-36599;
- b. All Section 221(d)(3) below market interest rate properties whose project number series are 55001-55999 and 57501-57999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;
- c. All Section 236 properties whose project number series are 44001-44799; 44801-44899; 45001-45999; and 58501-58999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;
- d. A purchase money mortgage formerly insured under Section 221(d)(3) or 236;
- e. A mortgage held by a state agency as a result of a sale by HUD without insurance, which immediately before the sale would have been eligible low-income housing under LIHPRHA; which mortgage (1) for LIHPRHA properties is, or is within 2 years of being, eligible for prepayment by contract or regulation in effect before February 5, 1988 without HUD's prior approval; or (2) for ELIHPA properties is, or is within 1 year of being, eligible for prepayment under regulation or contract in effect before February 5, 1988; or
- f. All State-assisted properties that are eligible for preservation assistance under LIHPRHA or ELIHPA.

2. Flexible Subsidy Properties

Section 536 of the Preserving Affordable Housing for Senior Citizens and Families into the 21<sup>st</sup> Century Act provides that any property that receives or has received assistance under Section 201 of the Housing and Community Development Amendments of 1978 (the flexible subsidy program, 12 U.S.C. 1715z-1a) which is the subject of a transaction under which the property is preserved as affordable housing (as determined by HUD) shall be considered eligible low-income housing under Section 229 of LIHPRHA for purposes of eligibility of residents for enhanced tenant-based assistance. (The Office of Housing is responsible for determining on a case-by-case basis if a flexible subsidy property meets the requirements of Section 536 concerning the applicability of enhanced vouchers)

B. Families Eligible for Enhanced Voucher Assistance in Preservation Eligible Properties

The resident family must be residing in the preservation eligible property on the effective date of prepayment or voluntary termination of mortgage insurance (or the effective date of the transaction in the case of covered flexible subsidy properties), and must be income-eligible on that effective date.

1. Income Eligibility

In order to be eligible for enhanced voucher assistance, the resident must be:

- a. a low-income family (including a very low-income or extremely low income family);
- b. a moderate-income elderly or disabled family; or
- c. a moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for a voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

2. Unassisted and Assisted Families

Both previously unassisted and currently assisted residents may be eligible for enhanced voucher assistance as the result of a preservation prepayment.

A voucher participant who is residing in the property at the time of the eligibility event shall receive enhanced voucher assistance if the family meets all of the following conditions:

- a. the family must meet the income requirements on the date of the eligibility event;
- b. any rent increase under the voucher program must be in accordance with the lease agreement and program regulations;
- c. the new gross rent must be reasonable; and
- d. the family must decide to stay in the unit instead of moving.

Under the voucher program, an owner may increase the rent as permitted by the terms of the existing lease and local and state law, so long as the new rent is reasonable. The owner is not required by the program regulations to terminate the existing lease and HAP contract for current voucher participants to receive the special enhanced subsidy.

If the above conditions are met, the payment standard utilized by the Allegheny County Housing Authority to calculate the housing assistance payment is the new gross rent of the family's unit. The enhanced voucher minimum rent requirement now applies to the family (See Enhanced Voucher Minimum Rent Requirement for Stayers below).

Any family receiving Section 8 project-based assistance on the effective date of the prepayment will continue to receive the project-based assistance until the project-based contract expires or terminates. Such families will receive enhanced voucher assistance at the time of the expiration and non-renewal of the Section 8 project-based contract.

### 3. Eligibility Event and Existing Leases

Note that the eligibility event (e.g., the prepayment of the mortgage or the voluntary termination of a mortgage insurance contract for a preservation eligible property and the approval of the flexible subsidy transaction for flexible subsidy properties) does not in itself necessarily terminate or modify the existing leases between the owner and the current residents of the property. An owner may only legally increase the rent or terminate the lease as provided under the terms of the lease in accordance with state and local law. In addition, an owner may not increase the rent for at least 60 calendar days from the eligibility event in the case of a preservation prepayment or voluntary termination of the mortgage.

If an eligible family chooses to stay at the property, the Allegheny County Housing Authority will not enter into a HAP contract that commences prior to the effective date of the rent increase.

In addition, a family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under state and/or local law.

4. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If the Allegheny County Housing Authority determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the Allegheny County Housing Authority will maintain a record of eligibility determination for that family. The Allegheny County Housing Authority shall inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the Allegheny County Housing Authority. Should the Allegheny County Housing Authority then determine that the change in income would result in a housing assistance payment, the Allegheny County Housing Authority will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Allegheny County Housing Authority when there is a decrease in family income or an increase in the family rent.

C. Voluntary Termination of Mortgage Insurance or Prepayment of Mortgage on Section 236 Property's Where Section 236 Rent Rules Remain Applicable (decoupling actions)

Where an owner voluntarily terminates the mortgage insurance or prepays the Section 236 mortgage in a preservation eligible Section 236 property and the rent setting requirements of the Section 236 program are still applicable to the property, the enhanced voucher rent would be no greater than the Basic Rent established in accordance with HUD Notice H 2000-8. Since families must pay at least 30 percent of their monthly adjusted income under the voucher subsidy formula, only those low-income families required to pay the basic rent will receive any voucher subsidy in such instance, unless the family chooses to move.

Regardless of the rents established under the rent formula for these properties, the rent reasonableness requirements of the housing choice voucher program must be

met for the family to receive tenant-based assistance at the property. (The HUD Field Office is responsible for informing the Allegheny County Housing Authority in cases where the rent setting requirements of the Section 236 program remain in effect).

D. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meets HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

E. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Allegheny County Housing Authority utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Allegheny County Housing Authority payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. The Allegheny County Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Allegheny County Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Allegheny County Housing Authority determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Allegheny County Housing Authority approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The Allegheny County Housing Authority will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

### 3. Effect of Family Unit Size Limitation - Initial Issuance

The Allegheny County Housing Authority will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. If a family is over-housed, the Allegheny County Housing Authority will explain to the family their options under the existing HUD guidance as soon as possible. If the participant chooses to stay in their over-sized unit, the Allegheny County Housing Authority will notify the property owner of the over-housed rules that will affect the family.

However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the Allegheny County Housing Authority will determine based on family circumstances (age, frailty, etc.) which families will be required to move. The sequence which will be used to determine who shall be required to move first when there are more over-housed families than appropriate size units will be the resident who has lived there the shortest period of time will be the first to down-size. The reason for this is to avoid disruption as little as possible for the longest term residents.

If the family wishes to remain at the project with enhanced voucher assistance, and an appropriate size unit does not physically exist at the property, but a bedroom size unit is available that is smaller than the family's current unit but not smaller than the unit size for which the family qualifies under our subsidy standards, the family must move to the smaller bedroom size unit within 30 calendar days. The family and owner will enter into a new lease and the Allegheny County Housing Authority will execute a new voucher HAP contract with the owner for the smaller bedroom size unit. The enhanced voucher subsidy calculation will be based on the gross rent for the smaller bedroom size unit.

If there is no appropriate size unit currently available for the family in the project, the Allegheny County Housing Authority will execute a voucher HAP contract on behalf of the family for the oversized unit, provided the rent is reasonable and the unit complies with all other voucher program requirements such as the housing quality standards. The enhanced voucher housing subsidy calculation will be based on the gross rent for the oversized unit. The subsidy calculation will continue to be based on the gross rent (including subsequent rent increases) for the oversized unit<sup>2</sup> until an appropriate size unit in the project becomes available for occupancy by the family.

If an appropriate size unit is not initially available for an over-housed family, the owner must immediately inform the Allegheny County Housing Authority and the family when an appropriate size unit will become available in the project. The owner is subject to possible financial penalties or other enforcement actions if the owner fails to notify the Allegheny County Housing Authority immediately. If the Allegheny County Housing Authority learns of available units at the property for which the owner failed to notify the Allegheny County Housing Authority, the Authority will report such information to HUD by sending an email to [OverhousedEVs@hud.gov](mailto:OverhousedEVs@hud.gov) with the subject line Over-housed Enhanced Voucher Families. Within the email, the Allegheny County Housing Authority will provide the following: PHA code; name and address of the property; the name of the property owner if known; the approximate date the appropriate size units became available; and whether the units are currently leased to market rate or voucher families. The Allegheny County Housing Authority will also copy the relevant local HUD Office of Public Housing (PH) Director on the email.

When an appropriate size unit becomes available, the enhanced voucher family residing in the oversized unit must move to the appropriate size unit in no more than 30 calendar days to continue to receive enhanced voucher assistance. The family and owner will enter into a new lease and the housing authority will execute a new voucher HAP contract with the owner for the appropriate size unit. The enhanced voucher subsidy calculation is based on the gross rent for the appropriate size unit.

If an over-housed enhanced voucher family refuses to move to the appropriate size unit, the Allegheny County Housing Authority will recalculate the family's housing assistance payment for the oversized unit based on the normally applicable voucher subsidy formula using the applicable payment standard established by the Allegheny County

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<sup>2</sup> This is assuming the unit remains under the voucher HAP contract and all program requirements (such as rent reasonableness) continue to be met.

Housing Authority for its voucher program. The family will be responsible for any amount of the gross rent not covered by the housing assistance payment.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit.

If the Allegheny County Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because an increase or decrease in family size causes the unit to be overcrowded or over-housed, the family must move to an appropriate size unit in the property when it is or becomes available. The Allegheny County Housing Authority will assist the family in locating other standard housing in the Allegheny County Housing Authority jurisdiction. The family and the Allegheny County Housing Authority will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the Allegheny County Housing Authority judges to be acceptable, the Allegheny County Housing Authority will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

If over-housed families exist in a property, the Allegheny County Housing Authority will constantly monitor the availability of appropriate size units. The Allegheny County Housing Authority will be in touch with the owner at least quarterly and will maintain a written record of these contacts.

When a participant is required to relocate to an appropriate size unit within 30 calendar days, this deadline can be extended an additional 30 calendar days at the sole discretion of the Allegheny County Housing Authority if it decides that the 30 calendar day deadline creates an extreme hardship for the participant. In order to request an extension, the family must request the extension in writing to the Allegheny County Housing Authority prior to end of the initial 30 calendar day deadline. The request must detail the reason the extension is being requested and why failing to receive it would be an extreme hardship. The financial cost of failing to receive the housing subsidy is not to be considered an extreme hardship. The Allegheny County Housing Authority will respond to the request within 72 working



hours of receipt of the request. If the request is denied, the denial can be appealed to the Allegheny County Housing Authority Executive Director if a written appeal is filed with the Authority within 48 working hours of receipt of the denial. The Executive Director's decision shall be final.

4. Family Move: Normal Payment Standard is Applicable

The Allegheny County Housing Authority's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit if it is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance) regardless of what happens to the family's income.

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

The method for calculating the minimum rent changes if the family's income subsequently decreases to a significant extent (15% or more) from the family's gross income on the effective date of the prepayment. Guidance on recalculating the minimum rent in cases when a family's income significantly decreases is discussed in detail in number 6 below.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Allegheny County Housing Authority's utility allowance will be used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the

enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of a prepayment or voluntary termination by the owner will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced below the enhanced minimum rent provision so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income that is at least 15 percent less than the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Allegheny County Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For eligible families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

- i. the percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or
  - ii. 30 percent of the family's current adjusted monthly income.
- b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under a project-based or tenant-based contract on day the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

- i. the percentage of the monthly adjusted income the family paid for gross rent;
- ii. the Total Tenant Payment;
- iii. the family share represented on the effective date of the eligibility event; or
- iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the Allegheny County Housing Authority will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

## 7. Calculating the HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Allegheny County Housing Authority's

payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

- a. 30 percent of the adjusted family income;
- b. 10 percent of the family monthly income (gross monthly income);
- c. the welfare rent in as-paid states;
- d. the enhanced voucher minimum rent; or
- e. the Allegheny County Housing Authority's minimum rent.

#### 8. Movers from the Property

If a resident decides to move from the property with the voucher assistance, the payment standard is not enhanced and the special voucher minimum rent does not apply. This applies both to families who decide to move when the eligibility event takes place and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

#### F. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Allegheny County Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Allegheny County Housing Authority shall identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Allegheny County Housing Authority payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent,

regardless of whether the gross rent exceeds the normally applicable Allegheny County Housing Authority payment standards.

1. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance for as long as they remain in the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Allegheny County Housing Authority determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Allegheny County Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Allegheny County Housing Authority utility allowance for any tenant-supplied utilities) for the unit provided the Allegheny County Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Allegheny County Housing Authority's voucher program.

If a change in the Allegheny County Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Allegheny County Housing Authority will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

### **26.3 OWNER OPT-OUTS**

If an owner opts-out or elects not to renew an expiring contract for project-based assistance, HUD will make enhanced voucher authority available to the Allegheny County Housing Authority for eligible families covered by the expiring contract.

A. Covered Opt-outs

The property must be covered in whole or in part by a contract for project-based assistance, and consist of more than four dwelling units under one of the following programs:

1. The new construction or substantial rehabilitation program under Section 8(b)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1983);
2. The property disposition program under Section 8(b) of the United States Housing Act of 1937;
3. The loan management assistance program under Section 8(b) of the United States Housing Act of 1937;
4. The rent supplement program under Section 101 of the Housing and Urban Development Act of 1965, provided that at the same time there is also a Section 8 project-based contract at the same property that is expiring or terminating and will not be renewed;
5. Section 8 of the United States Housing Act of 1937, following conversion from assistance under Section 101 of the Housing and Urban Development Act of 1965; or
6. The moderate rehabilitation program under Section 8(e)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1991).

Note that an owner may not choose to opt-out of a rent supplement contract. Instead, the rent supplement assistance ends either at the end of the term of the contract (generally 40 years after the first rent supplement payment was made) or when the mortgage terminates, depending on which event occurs first.

In addition, although families affected by Section 8 moderate rehabilitation opt-outs are eligible for enhanced vouchers that are subject to enhanced vouchers rules, these opt-outs are not considered a housing conversion action because the expiring contract is between the owner and the Allegheny County Housing Authority. The Housing Authority is not eligible to receive the special fee for extraordinary administrative costs and the specific funding process instructions do not apply to an owner's decision to not renew an expiring Section 8 moderate rehabilitation contract.

**B. Family Eligibility for Enhanced Vouchers as a Result of an Owner Opt-out**

In order to be eligible for enhanced voucher assistance, the resident must be:

1. A low-income family (including a very low or extremely low income family); and
2. Residing in a unit covered by the expiring Section 8 project-based contract on the date of expiration.

In the case of the expiration of a covered Section 8 contract under 515(c) of MAHRA only (mark-to-market restructuring where the Section 8 project-based assistance contract is converted to tenant-based assistance), all families assisted under the expiring contract are considered income-eligible for enhanced voucher assistance.

C. Special Income Eligibility Rules for Opt-out Families in Properties Where a Preservation Prepayment Preceded the Owner Opt-out

If the owner opt-out of the Section 8 project-based contract occurs after the owner has prepaid the mortgage or voluntarily terminated the mortgage insurance of a preservation eligible property, families who do not meet the definition of a low-income family may still be eligible to receive an enhanced voucher. In order to be eligible, the family must:

1. Reside in a unit covered by the expiring contract on the date of expiration;
2. Have also resided in the property on the effective date of the prepayment; and
3. Meet the income requirements for enhanced voucher eligibility for residents affected by a preservation prepayment described below.

To determine family eligibility in this circumstance, the Allegheny County Housing Authority will first determine income eligibility of the family based on the normal eligibility rules for opt-outs. For a family that is found not to be low-income, the Allegheny County Housing Authority will then make a determination of whether the family lived in the property on the date of the prepayment. If the family resided in the property on the date of prepayment, the Allegheny County Housing Authority will then determine if the family is income-eligible under the preservation prepayment rules.

1. Income Requirements for Enhanced Voucher Eligibility for Residents Affected by a Preservation Prepayment

In order to be eligible for enhanced voucher assistance, the resident must be either:

- i. A low-income family (including a very low or extremely low income family);
- ii. A moderate-income elderly or disabled family; or

- iii. A moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

If the family meets the preservation income requirement, the Allegheny County Housing Authority will issue the family an enhanced voucher by virtue of the preservation prepayment out of the opt-out voucher allocation received from HUD.

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for an enhanced voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

D. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If the Allegheny County Housing Authority determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the Allegheny County Housing Authority will maintain a record of eligibility determination for that family. The Allegheny County Housing Authority will inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the Allegheny County Housing Authority. Should the Allegheny County Housing Authority then determine that the change in income would result in a housing assistance payment, the Allegheny County Housing Authority will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Allegheny County Housing Authority when there is a decrease in family income or an increase in the family rent.

E. Enhanced Voucher Family Right to Remain



The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meet HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

F. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Allegheny County Housing Authority utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Allegheny County Housing Authority normal payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. The Allegheny County Housing Authority will determine whether the proposed rent for the family's unit is reasonable.

The Allegheny County Housing Authority makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Allegheny County Housing Authority determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Allegheny County Housing Authority approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a

family with a regular housing choice voucher. The Allegheny County Housing Authority will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

The Allegheny County Housing Authority will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the Allegheny County Housing Authority will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, a family must make a good faith attempt to find a unit outside the property. In order to determine if the family has made a good faith effort, the Allegheny County Housing Authority will require the family to submit a list of potential units by address, the landlords name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by the Allegheny County Housing Authority) despite making a good faith effort, the Allegheny County Housing Authority will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. The Allegheny County Housing Authority will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate size unit in the property if one becomes available and the owner agrees to mutually terminate the lease agreement for the oversized unit. The family would receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, the Allegheny County Housing Authority will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.

If the Allegheny County Housing Authority determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because of an increase in family size that causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. The Allegheny County Housing Authority is required to assist the family in locating other standard housing in the Allegheny County Housing Authority jurisdiction. The family and the Allegheny County Housing Authority will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the Allegheny County Housing Authority judges to be acceptable, the Allegheny County Housing Authority will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

The Allegheny County Housing Authority's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance).

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Allegheny County Housing Authority's utility allowance is used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of the prepayment or voluntary termination the family will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income decline of at least 15 percent from the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Allegheny County Housing Authority will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

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

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under the Section 8 tenant-based voucher program on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

- i. The percentage of the monthly adjusted income the family paid for gross rent;
- ii. The Total Tenant Payment;
- iii. The family share represented on the effective date of the eligibility event; or
- iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes

effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the Allegheny County Housing Authority will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Allegheny County Housing Authority's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

- a. 30 percent of the adjusted family income;
- b. 10 percent of the family monthly income (gross monthly income);
- c. The welfare rent in as-paid states;
- d. The enhanced voucher minimum rent; or
- e. The Allegheny County Housing Authority's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with voucher assistance, the payment standard is not enhanced and the voucher minimum rent does not apply. This pertains to families who decide to move when the eligibility event takes place, and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the

family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

#### G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Allegheny County Housing Authority will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Allegheny County Housing Authority will identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Allegheny County Housing Authority payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Allegheny County Housing Authority payment standards.

##### 1. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance and remain at the property.

##### 2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Allegheny County Housing Authority determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Allegheny County Housing Authority will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Allegheny County Housing Authority utility allowance for any tenant-supplied utilities) for the unit provided the Allegheny County Housing Authority determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Allegheny County Housing Authority's voucher program.

If a change in the Allegheny County Housing Authority's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Allegheny County Housing Authority will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

#### **26.4 HUD ENFORCEMENT ACTIONS**

HUD enforcement actions can take the form of either terminating a Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

Additionally, HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either an owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers that HUD issues to the Allegheny County Housing Authority in the above circumstances because families must move to receive housing choice voucher assistance.

The Allegheny County Housing Authority will not approve an assisted tenancy at a property if HUD has informed the Allegheny County Housing Authority that the owner is debarred, suspended, or subject to a limited denial of participation.

Furthermore, the Allegheny County Housing Authority may disapprove owner participation in the housing choice voucher program for a number of other grounds described in the housing choice voucher program regulations and previously set forth in this Administrative Plan. HUD encourages the Allegheny County Housing Authority to disapprove a tenancy for any of these grounds in a case where vouchers are provided because HUD is taking an enforcement action against an owner.

In a few situations, families assisted under a Section 8 project-based HAP contract that is being terminated may be able to remain at the property. For instance, if the property is in good physical condition and the owner decides to turn the property over to new ownership, it may be possible for the eligible families assisted under the terminating contract to receive housing choice voucher assistance at the property. In such a case, the project-based families would qualify for enhanced vouchers. (HUD will make the determination whether enhanced or regular voucher assistance is appropriate.)

#### **26.5 HUD PROPERTY DISPOSITION**



When HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default of an FHA-insured mortgage and closing down the property or selling property to a new owner, it will supply regular housing choice vouchers to assist eligible low-income families.

## 27.0 COST SAVING POSSIBILITIES

As Congress and HUD change the way they fund the program, more and more challenges face public housing authorities.

Therefore, the Allegheny County Housing Authority hereby establishes in its Administrative Plan the following options that will be considered by the Board of Commissioners depending on the particular circumstances of the time. Before taking one or more of these options, the Allegheny County Housing Authority will consult with the HUD Field Office for support and potential guidance. They are not listed in any particular order.

If the Allegheny County Housing Authority requests more than one cost-savings waiver from HUD, the Allegheny County Housing Authority will demonstrate how both/all waivers are necessary to avoid a shortfall that would result in the termination of families from the Allegheny County Housing Authority Section 8 Housing Choice Voucher program.

None of these options will be implemented without Board of Commissioner approval and the opportunity for affected participants to address the Board of Commissioners. Any actions taken under this section of the Administrative Plan will sunset if and when the procuring reason for the action is no longer in effect. Rescissions will also require Board of Commissioner approval.

Any cost-savings measures that constitute a significant amendment or modification as defined in the Housing Authority's Annual/Five-Year Agency Plan (and as referenced in 24 CFR § 903.7(r)(2)) are subject to the requirements of a public hearing and comment period. **However, not all cost-savings measures constitute a significant amendment; that determination must be made by the Allegheny County Housing Authority.**

There shall be one basic principle that will guide the Allegheny County Housing Authority in implementing any or all of these options – what must the Allegheny County Housing Authority do to assist the maximum number of eligible people in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. The Allegheny County Housing Authority shall endeavor to protect elderly and disabled families from significant impact (defined as loss of one's Housing Choice Voucher) but recognizes that what is feasible is dependent on the amount of funding provided to the program.

The options are as follows:

- A. The Housing Choice Voucher Payment Standards may be reviewed in light of the funding situation. If payment standards are reduced, the lower payment standard shall go into effect immediately for new admissions, participants moving from one unit to another, and people staying in place who require a new HAP contract because they are signing a new lease. In extraordinary circumstances, the Allegheny County Housing Authority may be forced to ask HUD for a waiver so that even those participants staying in place without a new lease shall have their payment standard decreased immediately instead of the normal second regular reexamination after the lowering of the payment standard.
- B. Since Housing Authorities do not have to wait until the HAP contract anniversary date to review owner rents and reduce them if warranted, the Housing Authority will ensure that owner rents do not exceed amounts charged for unassisted units in the same building or complex. The initial rent and all rent increases must comply with any State or local rent control limits. Further, any owner leasing promotions for unassisted tenants (e.g., the initial two months of occupancy are "rent free") must be taken into consideration in determining rent reasonableness.

In accordance with the HAP contract, the Housing Authority will provide written notice to owners before reducing unreasonable rents. Rents may be reduced as early as the first of the following month. If the rent to owner is not reasonable as most recently determined by the Housing Authority, the owner must reduce the rent to the reasonable amount or the HAP contract must be terminated. In such cases, the family will be issued an HCV to find a new unit. (Movers, like new participants, are subject to the Housing Authority's current payment and occupancy standards.)

Even if an owner's rent is reasonable, Allegheny County Housing Authority may request owners to voluntarily agree to a temporary rent reduction or defer rent increases to help avoid the termination of HAP contracts due to shortfalls in HCV funding. It is the owner's option to agree to such measures. However, the Allegheny County Housing Authority will not "freeze" rents due to insufficient funding when an owner requests an increase, if the agency determines the increased rent to be reasonable, and the owner does not agree to defer a rent increase.

- C. Housing Choice Voucher Payment Standards must be established according to HUD regulation so that no more than 40% of the participants are paying more than 30% of their monthly adjusted income for rent. If circumstances dictate it, the Allegheny County Housing Authority may be forced to ask for a waiver of this prohibition in order to sufficiently lower its payment standard.
- D. The utility allowance schedule may be reviewed to determine if the utility allowances are too high. If they are too high that means that the participants are

being subsidized in an excess manner. The new utility allowance schedule may be placed into effect after a thirty-day notice or at a participant's next reexamination depending on the financial circumstances the Allegheny County Housing Authority finds itself in.

As stated in Section 11.6, utility allowances are supposed to be adjusted annually or sooner if there is a utility rate increase of 10% or more. If circumstances warrant, the Allegheny County Housing Authority reserves the right to seek a HUD waiver of this regulatory requirement.

- E. An initial PHA may request that a receiving PHA absorb portable families for which the initial PHA is being billed. This may include the receiving PHA retroactively absorbing families for which the initial PHA was already billed and made payments. In these cases, the receiving PHA reimburses the initial PHA for payments made back to the effective date of the absorption, but only for the current calendar year. Both the receiving PHA and initial PHAs must agree to this arrangement. This provision provides an exception to section 10 of Notice PIH 2011-3 on HCV Portability and Corrective Actions. (Section 10 provides that the receiving PHA may not retroactively absorb families for which the receiving PHA was previously billing for any time period that commences before 10 working days from the time the receiving PHA notifies the initial PHA of the absorption.) The Housing Authority will attempt to get receiving PHAs to absorb whenever possible.

If the Allegheny County Housing Authority is the receiving PHA, it will not "absorb" a family into its HCV program until it executes a HAP contract on behalf of the family that moves to a new unit. The Allegheny County Housing Authority will not engage in sham or fake portability paperwork exercises in an attempt to address their utilization or leasing problems. If the family is not placed under a HAP contract for a new unit in the receiving PHA's jurisdiction, the receiving PHA cannot absorb the family.

- F. If financial circumstances dictate, the Allegheny County Housing Authority may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if the Allegheny County Housing Authority has insufficient funds to pay the higher subsidy amounts and the receiving housing authority declines to absorb the family. While the Board of Commissioners must establish this policy after an examination of the fiscal affairs of the organization, individual denials of portability shall only occur after the Allegheny County Housing Authority has determined that the receiving housing authority will not absorb the family. The denial of absorption shall be documented in that person's file.

This can only occur if the portability action would cause the Allegheny County Housing Authority to be unable to avoid terminating the vouchers of current

voucher participants during the affected calendar year. If a family is denied its portability request, no subsequent families will be admitted to the program until the Allegheny County Housing Authority has determined that sufficient funding exists to approve the move and has notified the family that the family may now exercise its move to the higher cost area.

The Allegheny County Housing Authority will notify the HUD Field Office in writing within ten business days of determining that this is necessary that it is denying a portability move. The notification will include:

1. A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses. The projection must not include vouchers that have been issued but are not yet under contract.

In projecting whether there is sufficient funding available for the remainder of the CY, the Housing Authority may use reasonable estimates to factor in conditions such as pending rent increases and attrition rates for families leaving the program.

If this insufficient funding condition exists, the Housing Authority does not need a regulatory waiver from HUD to deny a request to move.

2. A statement certifying the Allegheny County Housing Authority has ceased issuing vouchers and will not admit families from their waiting list while the limitation on moves to a higher cost unit is in place.
3. A copy of this Section 8 Administrative Plan stating how the Allegheny County Housing Authority will address families who have been denied moves.

If a family is denied a portability request due to lack of funding, it shall be so notified in writing when the denial is made. The letter shall include the period the family's request to move shall remain active (six months) and how they will be notified when funds become available.

- G. If financial circumstances dictate, the Allegheny County Housing Authority may deny the right of a participant to move within the jurisdiction of the Allegheny County Housing Authority to a portion of the jurisdiction that has a higher payment standard than the portion of the jurisdiction the participant currently lives in if the Allegheny County Housing Authority has insufficient funds to pay the higher subsidy amounts.

The same HUD notification requirements as in the preceding paragraph apply. Also, if a family is denied a move within the jurisdiction due to lack of funding, it shall be so notified in writing when the denial is made. The letter shall include the

period the family's request to move shall remain active (six months) and how they will be notified when funds become available.

- H. Housing Choice Vouchers issued to families on the waiting list that have not resulted in HAP contracts may be cancelled.
- I. The Allegheny County Housing Authority may be forced to not reissue vouchers surrendered by current participants immediately upon their return to the Housing Authority. Instead, the vouchers may be held in the Authority's inventory in order to avoid dire financial consequences. The amount of time they will be held shall be determined based upon the financial situation of the Housing Authority.
- J. The subsidy standards set forth in Section 6.0 may be reexamined. The Allegheny County Housing Authority may revise subsidy standards that exceed minimum HUD requirements to reduce bedroom size eligibility in accordance with 24 CFR § 982.402. Subsidy standards must be consistent with the HQS space requirements in 24 CFR § 982.401(d) which includes a dwelling unit must have at least one bedroom or living sleeping area for each two persons. Children of the opposite sex, other than the very young, may not be required to occupy the same bedroom or living/sleeping room.

If a family leases a unit larger than the unit size on the voucher, the Allegheny County Housing Authority will ensure that the payment standard used to calculate the tenant share is based on the lower of the voucher unit size for which the family is eligible or the actual unit size leased. If the family size is reduced after admission, the Allegheny County Housing Authority will ensure that the correct payment standard is used in calculating the family rent portion. An "empty nester" single individual (or any household with similarly reduced member size) living in a 3-bedroom unit should have a 0- or 1-bedroom payment standard, not a 3-bedroom payment standard. If the unit size for which the family is eligible changes during the term of the HAP contract, the new unit size is applicable at the first regular reexamination following the change in accordance with 24 CFR § 982.505(c)(5).

- K. A program-wide study may be conducted to ensure that families are utilizing the proper size Housing Choice Voucher for their current family size.
- L. If the minimum rent is increased under Section 11.5 (B), it can be made the first of the month following the month families are notified of the increase (provided there has been at least a 30-day notice) instead of at the next reexamination.
- M. The requirement of when families have to report changes of their income as set forth in Section 14.2 may be modified due to the financial pressure facing the Allegheny County Housing Authority. Also, the new rent payment may become effective at the start of the next month provided there has been a thirty day notice.

- N. If the Allegheny County Housing Authority is forced to stop issuing all of its Housing Choice Vouchers due to a funding shortfall and has any special purpose vouchers for non-elderly disabled persons (NED), Family Unification Program (FUP), or HUD\_Veterans Affairs Supportive Housing (VASH) then when it resumes issuing Housing Choice Vouchers it will re-issue the NED, FUP and/or VASH Vouchers in the same proportion as they exist in relation to the overall program.
- O. The absolutely last step the Allegheny County Housing Authority will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance. The HUD Field Office and the FMC financial analyst will be notified prior to notices of termination being issued. If this becomes necessary, a public lottery will be held with all Housing Choice Voucher participants being placed in the lottery. If the Allegheny County Housing Authority has a special need voucher (i.e., NED, FUP, VASH, etc.) allocation of Housing Choice Vouchers, they shall be the last to be terminated.
- P. If it becomes necessary for the Allegheny County Housing Authority to terminate Housing Choice Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible. However, if the Allegheny County Housing Authority has a special needs (i.e., NED, FUP, VASH, etc.) allocation of Housing Choice Vouchers that were terminated, they shall be the first to be reinstated until the full NED allocation is leased. They will be reinstated in the same sequence they were selected for removal.

Notwithstanding the Allegheny County Housing Authority's adoption of policies noted above to deny portability or moves within its jurisdiction or revision of payment or subsidy standards, reasonable accommodation requests for a person's disability must still be evaluated in accordance with HUD's Section 504 implementing regulations at 24 CFR part 8. Such requests will be granted when an accommodation may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, unless it would impose an undue financial and administrative burden on the Allegheny County Housing Authority or fundamentally alter the nature of the Allegheny County Housing Authority's operations

## **28.0 PRIVACY**

The Allegheny County Housing Authority is strongly committed to protecting the privacy of people dealing with the agency to the greatest degree practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information

(PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement. The 50058s must be submitted to HUD no later than 60 calendar days from the effective date of actions recorded in Line 2b.

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing authority starts making assistance payments with funding under its consolidated ACC, rather than billing, the initial housing authority. [24 CFR 982.4(b)]

**Actual and imminent threat:** a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which a participant's rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

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

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Affiliated individual:** with respect to an individual, means: (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or



guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) Any individual, tenant, or lawful occupant living in the household of that individual.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

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

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

**Assets:** see net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling

unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Bifurcate:** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Business Days:** Days the housing authority is open for business.

**Certificate:** A document formerly issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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

**Citizen:** A citizen or national of the United States.

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

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of

other information from assistance applicants or participants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered Person:** For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. Arrests alone are not sufficient evidence of criminal activity.

**Dating Violence:** Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

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

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

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

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

**Disabled family:** A family whose head (including co-head), spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

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

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** A very low-income family whose income does not exceed the higher of 30% of the median income for the area (as determined by HUD with adjustments for smaller and larger families) or the Federal poverty level, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

2. A group of persons residing together, and such group includes, but is not limited to:
  - a. A family with or without children is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship; (a child who is temporarily away from the home because of placement in foster care is considered a member of the family) ;
  - b. An elderly family;
  - c. A near-elderly family;
  - d. A disabled family;
  - e. A displaced family;
  - f. The remaining member of a resident family; and
  - g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

**Family Rent to Owner:** In the housing choice voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choices Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Gender identity:** Means actual or perceived gender-related characteristics.

**Generation:** all the people of about the same age within a society or within a particular family, or the usual period of time from person's birth to the birth of his or her children. The Allegheny County Housing Authority will consider 20 years as defining the next generation.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Guest:** Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Homeless (as defined for 50058 reporting purposes):** An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

or

Any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and

- b. Has no other residence; and
- c. Lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

**Housing choice voucher holder:** A family that has an unexpired housing voucher.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and



(2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

**Lease:** A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease. However, a live-in aide will be subject to the same screening process as anyone else on a lease except for income verification.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held

in trust. Any income distributed from the trust fund shall be counted when determining annual income.

- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Occupancy standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Other person under the tenant's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence

**Personally Identifiable Information (PII):** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Project-Based Assistance Program:** A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

**Project-Based Assistance Program:** A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing:** housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Risk assessment:** In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

- A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;
- B. Visual inspection;
- C. Limited wipe sampling or other environmental sampling techniques;
- D. Other activity as may be appropriate; and
- E. Provision of a report explaining the results of the investigation.

**Sensitive Personally Identifiable Information:** PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Sexual assault:** any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Sexual Orientation:** Means homosexuality, heterosexuality, or bisexuality.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Shelter allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

**Stalking:** engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds fourteen (14) calendar days, the Housing Authority must agree to the absence.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.



**Tuition:** The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing 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.

For Section 8 programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**VAWA:** the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
  - (2) Documentation such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Violent criminal activity:** Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Arrests alone are not sufficient evidence of criminal activity.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a housing choice voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Non-recurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (MTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment