Administrative Plan

Housing Choice Voucher Program

Effective: January 1, 2022

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Appendix A: MODERATE REHABILITATION ADMINISTRATIVE PLAN

CHAPTER 1: INTRODUCTION AND POLICY

1.1 Introduction

It is the goal of the Boston Housing Authority ("BHA" or "the Authority") to make rental subsidies accessible so interested and eligible families can afford safe, decent, and sanitary housing; to provide these housing services with integrity and mutual accountability; and create housing situations which will serve as catalysts for the transformation from dependence to economic self-sufficiency.

This Administrative Plan describes Admission, Participation, and Termination policies by which the BHA determine eligibility, selects prospective Participants, approves Apartments and Owners, determines rents, and terminates subsidies, in a fair and non-discriminatory manner.

This Administrative Plan applies to all programs funded by the Housing Choice Voucher Program ("HCVP") Annual Contributions Contract, and including Family Self-Sufficiency ("FSS"), Homeownership, Mainstream, and the Project-Based Voucher ("PBV") and Certificate programs, Designated Housing Vouchers, Enhanced Vouchers, and Relocation Vouchers. Appendix A of this Administrative Plan covers the Moderate Rehabilitation Program. The Moderate Rehabilitation Administrative Plan, Appendix A, frequently references Sections within the main document and commonly refers to this Administrative Plan as the "HCVP Administrative Plan".

1.2 Statement of Nondiscrimination

1.2.1 Compliance with Federal and State Laws

It is the policy of the BHA to comply fully with existing federal and State laws[1] protecting the individual rights of Applicants, Participants, or staff, as well as any laws subsequently enacted.

1.2.2 Civil Rights and Fair Housing

The BHA does not discriminate because of race, color, sex, sexual orientation, religion, age, handicap, disability, national origin, ethnicity, familial status or marital status, in the leasing of Apartments in connection with the HCVP.[2]

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[1] Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 C.F.R. part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988); Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 C.F.R. part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 C.F.R. part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 C.F.R. part 146; and the implementing regulations at 24 C.F.R. parts 100,108,110, and 121. Title II of the Americans with Disabilities Act and the implementing regulations at 28 C.F.R. part 35 and M.G.L. Chapter 151B.

[2] See M.G.L. Chapter. 151B, § 4 and 42 U.S.C. § 3601

The BHA shall not, because of race, color, sex, sexual orientation, religion, ethnicity, age, handicap, disability, national origin, familial status, or marital status:

(a) Deny to any Family the opportunity to apply for housing, or deny to any qualified Applicant the opportunity to lease housing suitable to his/her needs;

(b) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this Administrative Plan;

(c) Subject any person to segregation or disparate treatment;

(d) Restrict a person's access to any benefit enjoyed by others in connection with a program covered by this Administrative Plan;

(e) Treat a person differently in determining eligibility or other requirements for Admission except in accordance with this plan;

(f) Deny a person access to the same level of services available to other similarly situated individuals; or

(g) Deny a person the opportunity to participate in the Resident Advisory Board ("RAB") or any similar successor group that is an integral part of programs covered by this Administrative Plan.

1.2.3 Fair Admissions

The BHA shall not automatically deny Admission to a particular group or category of otherwise eligible Applicants (e.g., Households that have a Head of Household or Co-Head of Household who is a Disabled Person).

Each Applicant in a particular group or category must be treated on an individual basis in the eligibility procedure set forth in this plan.

1.2.4 Reasonable Accommodation

The BHA shall change or modify its policies or procedures as a Reasonable Accommodation for a Disabled Person where it is necessary to provide that person with an equal opportunity to use and enjoy programs covered by this Administrative Plan and BHA facilities, policies, and procedures. The BHA will make Reasonable Accommodations in accordance with the BHA's Reasonable Accommodation in Rental Assistance Policies and Procedures ("RARAPP").

1.2.5 Domestic Violence

It is the policy of BHA to assist victims of Domestic Violence, Dating Violence, Stalking, or Sexual Assault who are otherwise eligible for the HCVP, to access and retain safe and affordable housing. The BHA follows the provisions listed below and those in the BHA Violence Against Women Act ("VAWA") Policy when considering the denial or termination of assistance of a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault. See also BHA VAWA Policy.

(a) That an Applicant or Participant is or has been a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, is not an appropriate basis for denial of program assistance or for denial of admission, if the Applicant otherwise qualifies for assistance in accordance with this plan.

(b) An incident or incidents of actual or threatened Domestic Violence, Dating Violence, Stalking, or Sexual Assault 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 be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

(c) Criminal Activity directly relating to Domestic Violence, Dating Violence, Stalking, or Sexual Assault, engaged in by a member of a tenant's household or any guest or another person under the household member's control shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant's Family is the victim, or threatened victim of that Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

(i) Notwithstanding clause (c), an Owner may bifurcate a Lease under this section, in order to evict, remove or terminate assistance to any individual who is a tenant or a lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating the assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

(ii) Nothing in clause (c) may be construed to limit the authority of the BHA or the Owner, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the Household members where there is a Family Break-up. See also Section 11.7; Family Break-up Policy.

(iii) Nothing in clause (c) limits any otherwise available authority of an Owner to evict or the BHA to terminate

assistance to a tenant for any violation of a Lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided the Owner does not subject an individual who is or has been a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault to a more demanding standard than other tenants in determining whether to evict or terminate.

(iv) Nothing in clause (c) may be construed to limit the authority of an Owner or BHA to evict or terminate the assistance of any tenant or lawful occupant if the Owner or BHA can demonstrate an actual or imminent threat to other tenants or those employed at providing service to the property if that tenant is not evicted or the program assistance is terminated.

(d) *Verification of Status as a Victim of Domestic Violence.*

When a Family member seeks to avoid an adverse decision by the BHA on the grounds of being the victim of Domestic Violence, Dating Violence Stalking, or Sexual Assault, the BHA will require verification of the claimed incident or incidents. The BHA will request this verification in writing Verification must provided within 14 business days (*i.e.,* 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the 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. 14 day period may be extended for good cause.

The following documentation will be accepted for purposes of such verification:

(i) A HUD-approved form;(ii) Documentation signed and attested under penalty of perjury 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 Stalking, or Sexual Assault, or the effects of the abuse, described in such documentation; or

(iii) A Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

(iv) Other forms of verification as deemed acceptable by the BHA.

1.3 Accessibility and Plain Language

1.3.1 Accessible Facilities and Programs

Except as otherwise provided, no Disabled Person shall be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because the BHA's facilities or programs are inaccessible to a person with a disability.[3]

1.3.2 Plain Language Paperwork

Documents intended for use by Applicants/Participants will be presented in accessible formats for those with vision or hearing impairments and they will be written simply and clearly to enable Applicants/Participants with learning or cognitive disabilities to understand as much as possible. Requests for accommodation with respect to BHA documents that may be required in an alternative format should be made to the Authority's Telecommunications Device for the Deaf ("TDD") phone number, Teletypewriter ("TTY") phone number, Office of Civil Rights, Occupancy Department, Leased Housing Division, or the Housing Service Center.

1.3.3 Forms of Communication other than Plain Language Paperwork

At the point of initial contact, BHA staff shall ask all Applicants/Participants whether they need some form of communication other than plain language paperwork. Some alternatives might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the Applicant/Participant to receive, interpret and explain housing materials. The BHA will pay for sign language interpreters for the hearing impaired. The BHA is not required to provide individually prescribed devices or readers for personal use or study.[4]

1.3.4 English Language Ability

If an Applicant/Participant can not understand or read English, BHA staff will read and explain documents that they would normally hand to the Applicant/Participant to be read or filled out. An Applicant/Participant who cannot read or understand English may need to be provided with an interpreter who can explain any policies or procedures. The BHA will take reasonable steps to assure meaningful access by persons with limited English ability. Such steps will include translation of common written materials into those languages frequently spoken by Applicants/Participants.

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[3] Id.
[4] See 24 C.F.R. § 8.6(a)(1)

CHAPTER 2: ADVERTISING AND OUTREACH

2.1 Advertising and Outreach

2.1.1 Marketing Policy

It is the policy of the BHA to conduct advertising and outreach as needed to maintain an adequate application pool. As necessary, the BHA will inform present and potential Owners about the various programs through appropriate media channels. In its marketing efforts, it is the policy of the BHA to comply fully with existing Federal and State laws protecting the individual rights of Applicants, Participants, or staff as well as any laws subsequently enacted.[5]

The BHA will undertake marketing efforts whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements; fair housing needs; deconcentration; an insufficient pool of Applicants; or any other factor which may require marketing efforts to further HCVP and BHA goals. The BHA shall assess these factors at least annually as part of its Agency Plan in order to determine the need and scope of the marketing effort.

2.1.2 Marketing Purposes.

(a) To encourage participation and educate Owners of suitable units, especially those located outside of areas of low income or Minority concentration.[6]

(b) To inform real estate organizations and groups of interested property Owners about the HCVP Program and its many benefits.

(c) To maintain an adequate pool of Applicants.

2.1.3 Marketing Requirements

The following requirements apply to BHA marketing efforts:

(a) *Fair Housing.* Materials must comply with the Fair Housing Act requirements with respect to wording, logo, size of type, etc. All applicants will be provided information on how to file a fair housing complaint. This information will include the provision of the toll-free number for the Fair Housing Complaint Hotline (currently 1-800-669-9777 or TTY: 800-887-8339 for persons with hearing or speech impairments.)

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[5] See also section 1.2 of this Administrative Plan– "Statement of Nondiscrimination" and all subsections

[6] See 24 C.F.R. § 982.54(d)(6)

(b) *Accurate Descriptions*. Materials shall accurately describe each program, its application process, waiting list, estimated wait time, and Priority and Preference structure.

(c) *Plain Language*. Marketing materials shall be in “plain language”. The BHA shall make an effort to use print media, videos and multi-media in a variety of languages.

(d) *Eligibility*. Marketing materials will be clear to Applicants and Applicant families, including those with physical and/or mental disabilities.

(e) *Reasonable Accommodations*. Marketing materials will include notice of the BHA responsibility to provide Reasonable Accommodations for Disabled Persons if required because of disability.

2.1.4 Affirmative Marketing

The BHA shall undertake appropriate affirmative fair marketing efforts whenever the Authority identifies a need to augment the number of Applicants on any of its waiting lists.

(a) *Print Media.* As necessary, the BHA will utilize regional publications to conduct outreach to accomplish goals and to facilitate outreach to those groups identified under section 2.1.2. The publications that the BHA will use include, but are not limited to:

Newspaper	Street	Town	Zip
Allston-Brighton TAB	PO Box 9113	Needham	02492
Back Bay Courant	294 Washington St., Suite 429	Boston	02108
Banker and Tradesman	280 Summer Street	Boston	02210
Bay State Banner	68 Fargo Street, 8th Fl	Boston	02210
Bay Windows	631 Tremont Street	Boston	02118
Beacon Hill Times	25 Myrtle Street	Boston	02114
Boston Business Journal	200 High Street	Boston	02110
Boston City Paper	492 E. Broadway	South Boston	02127
Boston Haitian Reporter	150 Mt. Vernon St., Suite 120	Dorchester	02125

Boston Irish Reporter	150 Mt. Vernon St., Suite 120	Dorchester	02125
Boston Seaport Journal/Travel N.E.	256 Marginal Street	East Boston	02128
Boston TAB	PO Box 9113	Needham	02492
Carriage News (Taxi News)	PO Box 326	South Boston	02127
Charlestown Patriot	1 Thompson Square	Charlestown	02129
Dorchester Argus Citizen	PO Box 6	South Boston	02127
Dorchester Community News	1454 Dorchester Ave.	Dorchester	02122
Dorchester Reporter	150 Mt. Vernon St., Suite 120	Dorchester	02125
East Boston Sun Journal Transcript	PO Box 9103	Revere	02151
East Boston Times	40 William Kelly Square	East Boston	02128
El Mundo	408 South Huntington Avenue	Boston	02130
El Universal	1736 Washington Street	Boston	02118
Fenway News	PO Box 230307 Astor Station	Boston	02123
Hyde Park Bulletin	11 Fairmont Avenue	Hyde Park	02136
Hyde Park Tribune/JP Citizen	1261 Hyde Park Ave	Hyde Park	02136
In Newsweekly	450 Harrison Ave	Boston	02116
Independent Newspapers	385 Broadway, Suite 105	Revere	02151
Jamaica Plain Gazette/MHGazette	PO Box 1139, 7 Harris Ave	Jamaica Plain	02130
Jewish Advocate	15 School Street	Boston	02108
La Semana	911 Massachusetts Ave.	Boston	02118
Metro Newspaper	354 Congress Street	Boston	02210

Parents Paper	670 Center Street	Jamaica Plain	02130
Parkway/W. Roxbury Transcript	PO Box 9113	Needham	02492
People's Voice	PO Box 940, 554 Washington	Dorchester	02124
Post Gazette (North End)	PO Box 130135, 5 Prince St	Boston	02113
Regional Review (North End)	PO Box 1187	Saugus	01906
Sampan	200 Tremont Street	Boston	02116
Sing Tao	130 Lincoln St	Boston	02111
South Boston Online	490 Broadway	South Boston	02127
South Boston Tribune	PO Box 6	South Boston	02127
South End News	631 Tremont Street	Boston	02118
Spare Change	1151 Massachusetts Avenue	Cambridge	02138
Wade Publications, LTD	PO Box 400811	N. Cambridge	02140
West Roxbury Bulletin	1842 Center Street	West Roxbury	02132
West Roxbury Transcript	PO Box 9113	Needham	02492
World Journal	75 Kneeland Street	Boston	02111

2.1.5 **Encouraging Participation** in Areas of Low Poverty Concentration

The Boston Fair Housing Commission administers the MetroList Program. MetroList is a rental listing service that provides Applicants/Participants with access to information about rental housing throughout the Metropolitan Boston area. Many Owners and managers throughout the Boston area are required to list new and recently vacated units with MetroList. In addition, private Owners and property management companies are encouraged to list available units with MetroList on a regular basis. MetroList places the listings in a computer database. Furthermore, counselors are available at MetroList to assist

Applicants/Participants in filling out applications and communicating with Owners and building managers.

The BHA encourages Owners to advertise with MetroList through the use of informational seminars and outreach workshops. These workshops also provide information on federal, State, and city programs that provide financial assistance for improvements and repairs. MetroList receives listings from a number of communities, many of which are in areas of low poverty concentration. The BHA also refers Participants to the MetroList.

The BHA has prepared maps that show various areas with housing opportunities outside areas of poverty or Minority concentration. The BHA has also assembled information about the characteristics of those areas that may include information about job opportunities, schools, transportation and other services in these areas. The BHA will use the maps and area characteristics information when briefing Voucher Holders about the full range of areas where they may look for housing.

CHAPTER 3: APPLICATIONS AND ADMISSION

3.1 Applications and Processing

3.1.1 Application Forms

Current application forms are available on the BHA's web-site at, www.bostonhousing.org and at the BHA's central office, located at 52 and 56 Chauncy Street, Boston, MA 02111.

The BHA may accept completed applications only for those waiting lists which are open. The BHA may accept applications through an online system. Current information about applying to BHA's housing programs will be posted and updated on BHA's web site, www.bostonhousing.org.

3.1.2 Processing and Maintenance

It is the BHA's policy to accept, process, and maintain applications in accordance with applicable BHA policy and federal regulations. The BHA will notify the Applicant upon receipt of an application whether the BHA is ordering its Waiting list by random or by a chronological a selection approach. See section 3.2.4. Upon submission of an application, an Applicant shall be given a date and time stamped receipt of submission and be informed of the responsibility to notify the BHA of any change of address or Family Composition and to respond to application update requests sent to them. Failure to update the BHA may result in removal of the application from the waiting list. See section 3.2.5

3.1.3 Assignment of Application Client Control Number

Each Application will be assigned a client control number when completed and received by the BHA.

3.2 Waiting List Administration

3.2.1 Generally

The BHA must select Participants from a BHA waiting list, unless they are Special Admissions. See section 3.4 regarding Special Admissions. The BHA will maintain a single waiting list for its HCVP tenant-based assistance program. The BHA will also maintain separate, site-based, waiting lists for each development in its Project-Based Voucher program. An Applicant who meets the preliminary qualifications may add their name to any or all waiting lists. Each waiting list must contain the following information about each Applicant:

(a) Applicant name;

(b) Family Composition (to determine the number of bedrooms the Family qualifies for under the BHA Subsidy Standards described in section 5.4.3);

(c) Whether the Family has any Elderly or Disabled members;

(d) Date and time of application;

(e) Racial and ethnic designation of each Family member;

(f) Client Control Number (see section 3.1.3); and

(g) Any approved Preference or Priority (see section 3.3).

3.2.2 Opening and Closing the Waiting List

(a) ***Opening the Waiting List***. The BHA will give at least two weeks advance public notice that a Family may apply for housing assistance before opening any waiting list. The notice must state where and when a Family should apply. The notice shall also state any limitations on the criteria for the type of Family that may apply. The notice shall be posted on BHA's website, circulated in a local newspaper of general circulation, by minority media, and any other means that the BHA finds suitable. The notice shall also state the time limitation of the application period. Once a waiting list is open, the BHA must accept applications from a Family for whom the waiting list is open. Any opening of the waiting list will be publicized in accordance with the Marketing and Outreach requirements described in Chapter 2 of this Administrative Plan.

If the waiting list is open for special programs, it will only be open for the purpose of accepting applications for the special programs.

(b) ***Closing a Waiting List.*** The BHA may close a waiting list anytime that the BHA determines that the Applicant pool is large enough to fill the estimated amount of available Vouchers for the next twelve (12) months. The BHA may close an entire waiting list or close only a portion, keeping part of the waiting list open to a certain Priority, or for any special programs.

During the period when the waiting list is closed, the BHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

3.2.3 Updating the Waiting List

The BHA will update its waiting list periodically. The BHA will perform waiting list updates by removing, in accordance with section 3.2.5, the name of any Applicant:

(a) Who is no longer interested; OR

(b) No longer qualifies for housing; OR

(c) Fails to respond to a letter or an email where the applicant has opted in to receiving electronic communications from the BHA.

3.2.4 Selection Methods

Regardless of the selection method that the BHA uses, each application will be assigned an application client control number as described in section 3.1.3.

(a) ***Lottery or Random Selection Approach***. The BHA may order its waiting list based on a random selection method. Once the application period is over and all applications are submitted, the BHA will randomly order the applications on its waiting list.

(1) *Limitation on number of applications submitted.* If the BHA believes it will receive far more Applicants than it will be able to assist within a reasonable period, then the BHA will make selection rules in advance to limit the number of applications placed on the waiting list. When the application deadline passes, the BHA will randomly select the previously determined number of applications from a pool of all applications submitted. The BHA will then randomly order the selected applications on the waiting list.

(b) ***Chronological Selection Approach***. The BHA may order a waiting list based on the date and time the application is received. The BHA will assign a chronological application client control number and date and time stamp the application when the Applicant completes the application at a BHA application-taking location.

3.2.5 Withdrawal of an Application from Waiting Lists

An Applicant may appeal the BHA's decision to withdraw their application from a waiting list by requesting an informal review. A request for an appeal must be made **in writing** and must be received by the BHA within twenty (20) calendar days of the date of the notice removing the Applicant from the waiting list. The BHA will hold the files of Applicants removed from any waiting list for three (3) years.

An Applicant will be withdrawn from the waiting lists of all programs they have selected in accordance with the following policy:

(a) ***Reasons for Withdrawal***. The circumstances that result in the withdrawal of an Applicant's name from any or all waiting lists include:

(1) Voluntary Withdrawal

The Applicant requests **in writing** that his/her name be removed, **OR**

(2) Failure to Respond

The Applicant is non-responsive to a BHA request to determine continued interest or to schedule an interview. BHA shall communicate with the applicant using the most updated electronic email or physical mailing address information provided by the Applicant. , **OR**

(3) Failure to Maintain a Scheduled Appointment

The Applicant fails to keep an appointment and fails to notify the BHA**,** within ten (10) days after the date of the appointment**,** of his/her inability to keep an appointment, **OR**

(4) Failure to Supply Information

The Applicant fails to supply documentation to the BHA in accordance with section 5.3.2(d), **OR**

(5) Denial of Assistance

The Applicant is denied assistance (see Chapter 6: Denial of Voucher and Applicant Appeals), **OR**

***Note*:** If an Applicant is otherwise eligible for the tenant-based HCVP but is denied assistance for a specific project-based program because the Applicant does not meet the specific requirements for a supportive services program, the Applicant will retain their position on the tenant-based HCVP waiting list or other project based waiting lists.

(6) Refusal to Accept Housing

The Applicant refuses to accept an offer of housing from a site of choice. The refusal of an offer will result in withdrawal from the PBV and Mod Rehab waiting list(s) and the Applicant will lose any approved Priority and/or Preference. Furthermore, the Applicant will only be eligible to re-apply after one (1) year from the date of the most recent PBV or Mod Rehab unit refusal, **OR**

Note: Refusing an offer of housing from a PBV site of choice will have no effect on the Applicant's position on either the BHA's tenant based HCVP waiting list or the BHA's Public Housing waiting list(s).

(7) Withdrawal Upon Becoming Housed

When an Applicant receives housing administered by the BHA, the BHA will withdraw the Applicant from all BHA waiting lists for which the Applicant no longer qualifies for,

OR

(8) Ineligible for Priority

The Applicant has no eligibility for any Priority category for which the waiting list is open.

(b) **Consideration of Circumstances Leading to Withdrawal** The BHA will consider a Mitigating Circumstance in determining whether the Application should be withdrawn as described above in section 3.2.5(a). Such mitigating circumstances could include a health problem, a lack of transportation, or Domestic Violence, Dating Violence, Stalking, or Sexual Assault that affected the Applicant's ability to comply with the BHA's requirements or prevented the BHA from contacting the Applicant. The Authority will also consider a Reasonable Accommodation that may be necessary for an Applicant who is a Disabled Person to keep an appointment or provide information. Consideration of a Mitigating Circumstance does not relieve the Applicant of the responsibility to provide required information or notify the BHA in writing.

(c) **Notice of Withdrawal or Ineligibility**. The BHA will send a written notice to an Applicant who is removed from a waiting list. The notice will:

(1) Inform the Applicant of the reasons for being withdrawn from the waiting list or being determined Ineligible;

(2) Advise the Applicant of the right to dispute the BHA determination of ineligibility or withdrawal by requesting an informal review within twenty (20) calendar days of the date of the notice. A request for an informal review must be in writing and must state the reason(s) for the request;

(3) Advise the Applicant that if s/he has a Disability, or is a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, not previously disclosed, that the disclosure of such condition or situation would initiate the consideration of Mitigating Circumstances and/or Reasonable Accommodation;

(4) Advise the Applicant of the right to contest criminal record information in accordance with federal law if that is a basis for determination of ineligibility;

(5) Provide a description of BHA's informal review process and advise the Applicant that s/he has a right to be represented by an attorney or other individual at the informal review, to review the contents of their file in advance of the hearing, to submit additional documentation and evidence at the hearing, and to request a Reasonable Accommodation.

3.2.6 Conversion of Project-Based to Tenant-Based Voucher

Upon completion of one year in the Project Based Voucher ("PBV") program, a Participant in good standing may choose to select a tenant-based Voucher. If a Voucher is not immediately available, an eligible PBV Participant will be placed on a waiting list by date and time of tenant-based Voucher request. As soon as a tenant-based Voucher becomes available, the BHA will grant the tenant-based Voucher to the eligible PBV Participants who has requested a tenant-based Voucher by date and time of request. An eligible Participant who has completed one year in the PBV program shall be granted a tenant-based Voucher before any Applicant on a waiting list is granted a Voucher.

3.2.7 Applicant Family Break-up

A Family Break-Up occurs when a Head, Co-head of household, or other adult family member will no longer reside together and there is a dispute as to who will retain the Application. A Family Break-Up situation may occur in instances including but not limited to: divorce, separation, or protective order. When a Family Break-Up occurs, the Application does not necessarily remain with the Head of Household.

When the BHA receives notice that a Family has broken up or will imminently break-up, the BHA will make the determination of which adult Family member shall retain the Application using the criteria and the procedure provided below. If the application is split between one or more adult Family members, each new Family must qualify for Priority and Preference as required to remain on the waiting list and may not rely on the Priority and Preference of the previously unified Family.

(a) Court Determination.

(1) If a court has determined the disposition of the Family's Application subsidy in a divorce or separation under a court order or court approved settlement (provided that no provision is against State or Federal Housing regulations), the BHA is bound by the court's determination as to which Household Member(s) will continue with the Application. Such a determination cannot be

appealed through the BHA review process, as it is the court's determination, and not the BHA's determination that governs.

(2) If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 C.F.R. part 5, subpart L, the PHA must ensure that the victim retains assistance.

(b) BHA Determination

When there is no court determination**,** the BHA shall determine:

(1) Which adult Household Member will continue with the Application; OR

(2) If multiple adult Family members are to be granted separate Applications where all adult Family members meet Priority and Preference requirements to remain on the waiting list.

In making this determination, the BHA shall consider the interests of all Household Members. The BHA will use its discretion to decide which adult Household Member(s) will keep the Application by taking into account the following factors:

(i) The interests of any minor children, physical custody;

(ii) The interests of any ill, Elderly or Disabled Persons who are family members;

(iii) Whether family members *fled* because of actual or threatened violence by a head or/and co-head (The BHA will take this factor into consideration regardless of whether the individuals who have fled and were recorded household members on the Application are the victims or the perpetrators);

(iv) The amount of time since the Household Member(s) was/were added to the Family Composition. The BHA will consider this factor, on a case by case basis, the circumstances surrounding a Household Member's being added or not having been added to the Household.

(v) Any temporary or permanent restraining or protective orders.

(c) Notice of Proposed Disposition of Application

When the BHA receives notice that a Family has broken up or will imminently break-up, the BHA will make an initial determination under section (b) regarding which Household Member shall retain

the Application or if multiple Family members will have right to retain separate Applications. A notice shall be sent to any and all addresses identified by such adults, and not solely to the last address for the Head of Household. The notice shall describe what factors BHA utilized in arriving at its decision. The notice shall also state that all adult Family Members have twenty (20) days to request a review of the decision.

(d) Right to Informal Review of BHA's Initial Determination

If the Head or Co-head (or another adult as described in section (f) disagrees with the BHA's determination regarding which person(s) shall retain the Application, that person may request an informal review of the determination. The request for an informal review must be made in writing and submitted to the BHA Occupancy Department, 52 Chauncy Street, 3rd floor, Boston, MA 02111, within twenty (20) days of the date of the BHA's notice.

(e) Procedure for Informal Review

If the Head, Co-Head, or another adult as described in section (f) requests an informal review disputing the BHA's Family Break-Up determination, the BHA Occupancy Department shall conduct a review. The Head and co-Head (and other adults as may be required by section (f)) shall be given notice of the review date. The review will be conducted by a person who did not make, or is not the subordinate of the person who made the initial determination. The person requesting the review shall have the right to examine the documents relevant to the BHA's determination. The BHA will redact any information, including addresses where applicable, which could compromise the safety of any person. The BHA may alter its usual review procedure and rules, consistent with applicable law, to assure the safety of all individuals who may be participating in the proceeding.

The person conducting the review shall issue a written decision within thirty (30) days from the review date. The decision shall be sent to all adult Household Members (and other adults as may be required by section (f)).

(f) Procedure Where there is a Family Break-Up and Adults Who Are Not Currently Household Members Advance a Claim on Behalf of Minor or Incapacitated Household Members

Where:

(1) There has been a Family Break-Up with one or more remaining Minor Household Members and no remaining Co-Head. The result of the Break-up was due to reasons included but not limited to death, incarceration, or incapacitation of the Head; **AND** one or more adults who

are not currently Household Members advance a claim that they wish to become the Head of Household on behalf of one or more remaining Minor or incapacitated Household Members; **AND** there is a dispute about who should become the Head of Household, the BHA shall determine which such claimant shall take over the Application using the criteria under section (b) above.

(2) In the event the remaining Household Member(s) is an incapacitated Adult who is unable to fulfill the Family obligations, the proposed Applicant must be an adult who has been appointed either a temporary or permanent guardianship, and is willing to assume the obligations and responsibilities as Head of Household.

(3) Any adult granted the Application is subject to fulfill all preliminary and final eligibility requirements governed by this Administrative Plan or it successor.

(g) Any adult granted the Application is subject to fulfill all preliminary and final eligibility requirements governed by this Administrative Plan or its successor.

3.3 Priority and Preference Admissions

The following system of Priorities and/or Preferences will be used for new admissions.

Process Overview:

A third party must verify all requests for Priority Status. Information shall be submitted on certificates of Priority Status and/or another form of written verification from a reliable third party as determined by the BHA. All requests for Priority status will be reviewed prior to the determination of Eligibility.

During the review of documents submitted for Priority status, it may be necessary to obtain additional documentation in order to complete the review. In this case, the BHA will send (or give) the Applicant a notice detailing the information still needed to complete the review for Priority status and the submission deadline.

Applicants who do not qualify for Priority status based on a review of the documents submitted are sent (or given) a notice detailing the specific reason(s) for the denial of Priority. This notice informs Applicants of their right to appeal the denial of Priority status through the informal hearing process conducted by the BHA Department of Grievances and Appeals.

Applicants will be sorted on each waiting list in accordance with any approved Priority and/or Preference(s). The ranking categories utilized by the BHA are outlined below.

3.3.1 Definition of Priority

Priority is a housing-related situation that affects an Applicant's present residential status. The BHA gives points to an Applicant with a Priority that ranks an Applicant higher on each waiting list than an Applicant without Priority. An Applicant can qualify for only one Priority at any given time. Certain Priorities are given more points than others are. An Applicant will always be assigned to the highest Priority for which they qualify.

3.3.2 Definition of Preference

The BHA gives preference to an Applicant on the waiting list if they qualify for one of the Preference categories listed below. See section 3.3.6. Preference points are cumulative and are added to the Applicant's Priority points (if any) to determine an Applicant's position on each BHA waiting list. An Applicant may qualify for more than one Preference at a time.

3.3.3 Verification of Priority or Preference Status

The BHA will provide to each potential Applicant a description of all Priorities and Preferences that may be available. BHA will verify the Priority at initial application and when the applicant is called in for final eligibility.

3.3.4 Granting of Priorities and/or Preferences

It is BHA policy that a Priority and/or Preference, as well as date and time of the application, establish placement position on a waiting list. The BHA will grant Priority and/or Preference to Applicants who are Eligible, Qualified, and meet the definitions of the Priorities and/or Preferences (see section 3.3.5) at the time they are certified for Admission.[7]

Applicants can apply for Priority status at anytime the waiting list is open.

3.3.5 Priority Categories

a) **Special Purpose Vouchers**: The BHA will admit an Applicant who qualifies for a particular category of Special Purpose Vouchers to the Section 8 program before all other Applicants on the waiting list if the BHA is not currently assisting the required number of special purpose vouchers families.

[7] If the Applicant is denied priority status and requests an informal review, the hearing officer at the review will determine the priority status at the time of certification and not at the time of the hearing. The BHA will take into consideration the individual circumstances of each Applicant.

(b) **Super Priority.** The BHA will admit an Applicant to the Section 8 program before all other Applicants on the waiting list if:

(1) The Applicant resides in BHA public housing[8], AND;

(i) The Applicant Family is or will be temporarily displaced due to BHA rehabilitation and modernization programs (an applicant family shall be deemed temporarily displaced from the time the family vacates the public housing unit until an offer is made to return); or

(ii) The Applicant or a member of the Applicant Household is in imminent danger of life threatening injuries due to providing testimony or information regarding criminal activity to a local law enforcement agency and cannot be expeditiously remedied in any other way by the public housing program; or

(iii) The Applicant or a member of the Applicant Household is a victim of physical harassment, extreme or repeated vandalism to personal property and/or extreme and/or repeated verbal harassment, intimidation or coercion which places them in imminent danger and that cannot be expeditiously remedied in any other way by the public housing program; or

(iv) The Applicant or a member of the Applicant Household has been or is currently a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, and has a reasonable belief of risk of imminent harm if he or she remains in the current Unit and no other BHA public housing sites are an appropriate alternative, or

(v) The BHA cannot approve the Applicant's request for Reasonable Accommodation at any of the BHA's public housing sites because the request would be unreasonable, an undue financial burden, or a fundamental alteration of the program and the Applicant's Request for Reasonable

[8] If the Leased Housing Department has verified that the applicant was offered and accepted housing in the public housing portfolio that resolves the need for which Super Priority was granted, the Super Priority status approval will be withdrawn. The applicant will be removed from all Section 8 waiting lists for which he/she has Super Priority status only. The applicant will retain any other priority status for which he/she may have applied.

Accommodation could be resolved by being assisted under the HCVP.

(2) The Applicant is a Participant in the BHA's Section 8 Moderate Rehabilitation Program, or the Project Based Voucher Program [9]AND;

(i) The Applicant or a member of the Applicant Household is in imminent danger of life threatening injuries due to providing testimony or information regarding criminal activity to a local law enforcement agency, OR

(ii) The Applicant or a member of the Applicant Household is a victim of physical harassment, extreme or repeated vandalism to personal property and/or extreme and/or repeated verbal harassment, intimidation or coercion which places them in imminent danger, OR

(iii) The Applicant or a member of the Applicant Household has been or is currently a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, and has a reasonable belief of risk of imminent harm if he or she remains in the current Unit, OR

(iv) The Owner and/or the BHA cannot approve the Applicant's request for Reasonable Accommodation at any of the BHA's Section 8 Moderate Rehabilitation or Project Based Voucher sites because the request would be unreasonable, an undue financial burden for the Owner, or a fundamental alteration of the program, and the Applicant's Request for Reasonable Accommodation could be resolved by being assisted under the HCVP.

(3) Verification Requirements:

Applicants will be asked to provide reliable documentation to show that their Family qualifies for Super-Priority as outlined in section 3.3.5(a)(1)and (2) . Such verification may include the following items:

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[9] If the Leased Housing Department withdraws Super Priority status approval the applicant will be removed from all Section 8 waiting lists for which he/she has Super Priority status only. The applicant will retain any other priority status for which he/she may have applied.

(i) A letter(s) from a Qualified Healthcare Provider describing an Applicant's physical or mental condition and specifying housing conditions required because of the condition;

(ii) For Reasonable Accommodation requests, reliable documentation from a Qualified Healthcare Provider or professional non-medical service agency, whose function it is to provide services to the disabled. Documentation should verify that the Applicant or a member of his/her Household is disabled under the applicable definitions in Federal and State law and describe the limitations attributable to the disability. Documentation must also describe how the accommodation being requested will overcome or alleviate those limitations;

(iii) Police reports;

(iv) Civil Rights incident reports;

(v) Copies of restraining orders;

(vi) Any other documentation that provides the BHA with evidence of Super Priority criteria.

(c) Mitigation Vouchers – The BHA will provide three hundred (300) Mitigation Vouchers to be issued over the next five years to priority one, non-elderly disabled applicants in accordance with the Boston Housing Authority Designated Housing Plan who would have otherwise been called in for screening for a public housing unit. These applicants will be given the opportunity to apply for a Section 8 Housing Choice Mitigation Voucher at the time that they would have otherwise been called into screening for a public housing unit. If a Housing Choice Mitigation Voucher is not immediately available these individuals will be placed on waiting list and will be drawn in accordance with the Administrative Plan based on their Mitigation Voucher application.

(d) Supported Housing Programs

At its discretion, and if required with HUD and/or DHCD approval, the BHA may enter into an agreement with social service or other agencies to provide set asides of tenant based or project based vouchers coupled with supportive services to Applicants and residents, including targeted populations, who need special help in order to establish and maintain tenancies, provided that evidence exists that the agencies are reliable organizations with experience at providing related services and are fiscally sound.

Assistance required under such agreements shall include, but is not necessarily limited to, the following services:

(i) Assistance in evaluating applicants for program participation;

(ii) Checking to see if the residents are paying their rents and other charges and are properly maintaining their units;

(iii) Helping residents to maintain their households, including managing their money;

(iv) Providing specialized supportive services and crisis intervention in order to obtain necessary treatment to avoid eviction action.
All Applicants and residents who participate in these programs must meet the Threshold Requirements for the program for which they are applying.

All Applicants and residents who participate in these programs must meet the Applicant Screening Criteria as specified in this policy and/or any Memorandum of Agreement between the BHA and the service organization.

(e) Priority 1

The BHA grants Priority 1 based on circumstances verified at application and immediately prior to the final eligibility interview.

Applicants who qualify as Priority 1, will either be Displaced or Homeless

The **Displaced** categories are:

1. Government Action
2. Disaster
3. Domestic Violence
4. Victim of a Hate Crime
5. Fear of Reprisal / Witness Protection
6. Court Ordered No-Fault Eviction
7. Rent Burdened
8. Inaccessibility to the Dwelling Unit
9. Graduates of Supportive Housing Programs

A. Displaced Categories

In order to qualify as **Displaced** in one of the categories detailed below, the Applicant must meet the following threshold verification requirements:

(1) ***Displaced or Imminent Danger of Displacement:*** the Applicable must have been Displaced from their residence or is in imminent danger of being Displaced due to one of the categories set forth below, AND

(2) ***Proof of Address:*** the Applicant must verify proof of residence at the address of displacement by providing a lease, utility bill(s), official mail from a government agency, or a written certification from the owner of the property or other government official, AND

(3) ***No Receipt of other Subsidized Housing:*** The Applicant must **not** be in receipt of adequate subsidized or other low-income housing from the BHA or another government agency. An applicant will continue to be considered displaced if they reside in subsidized housing that is not permanent or is not accessible as defined in Priority Category 8 below.

1. Displaced due to Government Action

A Household is required to permanently move from their residence by a Federal, State or local governmental action such as code enforcement, public improvements or a development program.

Verification Requirements:

(1) third-party, written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be displaced in the next ninety days, as a result of action by that agency; AND

(2) the precise reason(s) for such displacement.

2. Displacement Due to a Disaster

Applicant was Displaced due to a disaster such as flood or fire, that results in the un-inhabitability of an Applicant's apartment or dwelling unit not due to the fault of the Applicant and/or Household member or beyond the Applicant's control;

Verification requirements:

(1) A copy of the incident report from the local Fire Department or other appropriate agency who deals with disasters, OR

(2) Written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be imminently be displaced, as a result of action by that agency, AND

(3) Verification the appropriate agency that the dwelling unit is now uninhabitable AND

(4) If applicable, the cause of the disaster. If you or a household member or guest was the cause of the disaster, approval for priority status will be denied unless mitigating circumstances are established to the satisfaction of the reviewing department.

3. Displacement Due to Domestic Violence/Dating Violence / Stalking/ Sexual Assault

Displacement or threat of imminent displacement from an address due to continuing actual or threatened physical violence (including sexual abuse) directed against one or more of the Applicant Family members.

Verification requirements:

(1) Submission of a fully completed "Certificate of Involuntary Displacement Due to Domestic Violence/Dating Violence/ Stalking/ Sexual Assault" HUD Form 5382, **OR**

(2) A document:

a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:

b. Signed by the applicant or tenant;

c. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault or stalking is the grounds for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault or stalking under 24 C.F.R. 5.2003; OR

(3) A record of a Federal, State, tribal, territorial, or local law enforcement agency (may include a police report), court, or administrative agency; OR

(4) At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

(5) Verification *will not* be considered valid unless it:

a. Supplies the name of the threatening or abusive Household Member or other legal occupant of the dwelling Unit if known and is safe to do so, AND

b. Describes how the situation came to certifier or verifier's attention, AND

c. Indicates that the Applicant was displaced because of the threats and/or violence.

4. Displaced Due to Being a Victim of a Hate Crime

The Applicant or a member of the Household has been a victim of one or more hate crimes AND the Applicant Family has vacated a dwelling Unit because of this crime OR the fear associated with the crime has destroyed the peaceful enjoyment of the dwelling Unit.

"Hate crime", is defined as any criminal act coupled with overt actions motivated by bigotry and bias including, but not limited to, a threatened, attempted or completed overt act motivated at least in part by racial, religious, ethnic, handicap, gender or sexual orientation, prejudice, or which otherwise deprives another person of his/her constitutional rights by threats, intimidation or coercion, or which seeks to interfere with or disrupt a person's exercise of constitutional rights through harassment or intimidation.

Verification must include:

(1) Submission the appropriate BHA form, OR

(2) Documentation from a law enforcement agency that the Applicant or a Household Member was a victim of such crime(s)

5. Displaced Due Avoidance of Reprisal or Witness Protection:

Relocation is required because an Applicant provided information or testimony on criminal activities to a law enforcement agency; and based upon a threat assessment, a law enforcement agency recommends the relocation of the Applicant to avoid or minimize risk of violence against Applicant as reprisal for providing such information.

Verification requirements:

(1) Submission of the appropriate BHA form or documentation from a law enforcement agency that the Applicant and/or a household member provided information on criminal activity; AND

(2) Documentation that, following a threat assessment conducted by the law enforcement agency, the agency recommends the relocation/re-housing of the household to avoid or minimize the threat of violence or reprisal to or against the household member(s) for providing such information.

This includes situations in which the Applicant and/or Family member(s) are themselves the victims of such crimes and have provided information or testimony to a law enforcement agency.

6. Displaced Due to Court-Ordered No-Fault Eviction:

Eviction occurred pursuant to an Order for Judgment (or Agreement for Judgment) issued by a court because of:

(1) Landlord action beyond the applicant's ability to control or prevent, such as failure to accept an offer of a new lease; owner's desire to use the unit for personal use, or a non-residential purpose; a business or economic reason such as sale or renovation of the property or a desire to lease at a higher rent , AND

(2) the action occurred despite the applicant's having met all lawfully imposed lease conditions, AND

(3) Displacement was not the result of failure to comply with HUD and State policies in its housing programs with respect to occupancy of under-occupied and overcrowded units or failure to accept a transfer to another unit in accordance with a court order or policies or procedures under a HUD-approved desegregation plan.

Verification Requirements:

(1) A copy of the Notice to Quit issued by the landlord or property manager; AND

(2) a copy of the Summons and Complaint available from the court; AND

(3) a copy of the Judgment of the Court (Agreement for Judgment, Order for Judgment and Findings of Fact, or Default Judgment); AND

(4) if applicable, a copy of the execution issued by the court.

The information contained in the above-referenced documents must clearly establish to the satisfaction of the BHA that:

(1) the action taken by the landlord or property manager was beyond the Applicant's ability to control or prevent; AND

(2) the action by the landlord or property manager occurred despite the Applicant Household having met all previously imposed conditions of occupancy; AND

(3) displacement was not the result of failure to comply with HUD and State policies in its housing programs with respect to occupancy of under-occupied and over-crowded Apartments or failure to accept a Transfer to another Apartment in

accordance with a court order or policies or procedures under a HUD-approved desegregation plan.

7. Displaced Due to Being Cost Burdened in Boston

The Applicant can demonstrate paying more than fifty (50) percent of their total household monthly gross income towards housing and utilities in a Boston residence (excluding internet and telephone).

Verification requirements:

(1) A Lease providing the rent amount and showing Applicant is or was a tenant and confirming the rent, OR

(2) A mortgage statement providing the monthly payment amount and showing the Applicant is or was the owner of the property, AND

(3) Verification of the gross income, including all earned income and benefits, for the Applicant and all household members, AND

(4) Utility bills paid for by the Applicant or Applicant household members, AND

(5) Copies of any foreclosure notices, if applicable, AND

(6) Other applicable documentation to demonstrate that the non-payment eviction or foreclosure was due to unforeseen circumstances beyond the Applicant's ability to control or prevent the non-payment eviction or foreclosure

8. For Disabled Persons only, inaccessibility of a critical element of their current dwelling unit:

A Household Member has a mobility or other impairment that makes the person unable to use a critical element of the current Apartment or development AND the neither the Owner nor administering agency is legally obligated under the law pertaining to Reasonable Accommodation to make changes to the Apartment or dwelling Unit that would make these critical elements accessible to the Family member with the disability.

Verification Requirements:

(1) The name of the Family member who is unable to use the critical element;

(2) A written statement from a Qualified Healthcare Provider verifying that a Family member has a Disability (but not necessarily the nature of the Disability) and identifying the critical element of the dwelling which is not accessible and the reasons why it is not accessible; AND

(3) A statement from the landlord or official of a government or other agency providing service to such Disabled Person explaining the reason(s) that the landlord is not required to make changes which would render the dwelling accessible to the individual as a Reasonable Accommodation.

9. Graduates of Project-Based Units Who Have Fulfilled Supportive Service Goals:

A participant in a transitional housing program for Elderly or Disabled Persons which includes a supportive services component (e.g., the Shelter Plus Care Program) shall be considered to be imminently in danger of homelessness. Such a program participant shall be eligible as a Priority One Applicant if:

Verification requirements:

(1) The person has been a tenant in such a program for not less than twelve (12) months; AND

(2) The person no longer requires the or completed the program's services (as determined by the program service provider); AND

(3) As a result must relocate from such housing.

B. <u>Homeless</u>

In order to qualify as **<u>Homeless</u>**, the Applicant must meet the following threshold verification requirements:

The Applicant must meet the definition of Homeless as defined below at the time of application and at the time of the eligibility interview. Gaps of non-homelessness in between those two points shall not result in denial of Priority 1 Homeless qualification.

1. Homeless

The Applicant Household lacks a fixed, regular and adequate nighttime residence, meaning:

(1) Has a primary nighttime residence that is a public or private place not meant for human habitation; OR

(2) IS living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, Transitional Housing, and hotels and motels paid for by non-profit, charitable organizations, or by federal, state and local government programs); OR

(3) Is living in housing that is being funded or provided to offer homeless individuals and families with the interim stability and support to ultimately make the transition to and maintain permanent housing, including tenant-based vouchers for the City Funded Voucher program; OR

(4) An Applicant would otherwise be in shelter if not for a medical condition which precludes a person from staying in shelter as verified by a medical provider.

Verification Requirements:

(1) A third-party written verification from a public or private facility that provides shelter for homeless individuals, the local police department, or a social services agency, certifying the Applicant's homeless status in accordance with the definition in this policy; **OR**,

(2) In the case that the Applicant cannot be in the shelter due to a medical condition, written verification from a medical provider must be provided to demonstrate that the individual is unable to live in a public or private shelter, or any other place unfit for human habitation due to the applicant's severe medical condition or disability.

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3.3.6 Other Admissions

a. Project Based Voucher ("PBV) to Tenant Based Voucher ("TBV"): a PBV family who has occupied a PBV unit, and is in good standing with the owner, may apply for Tenant Based Rental Assistance in accordance with 24 C.F.R. 983.261.

b. Choice Mobility: The BHA will grant admission for its HCV waiting list to residents of an expiring use property that has been converted to Project Based Rental Assistance (PBRA):

(a) The converted property is located in the City of Boston, and,
(b) The waiting list for the property is managed by the BHA, and all PBRA vacancies for the property are filled from the BHA waiting list.
(c) Applications shall be ace pted no earlier than twenty-four (24) months from the date of initial occupancy. The applicant must be in good standing with the owner to apply.

3.3.7 Admission Preference

An Applicant may only apply for a Preference when the waiting list is open.

Preference points are cumulative and are added to Priority points (if any) to determine an Applicant's position on a BHA waiting list. An Applicant may qualify for more than one Preference at a time.

A Priority One Applicant with a Preference will be ranked above a Priority One Applicant with no Preferences. Preferences are cumulative, so an Applicant with more than one Preference (e.g., Veterans and Displaced) will be ranked higher within his or her Priority category than an Applicant with only one Preference.

The Preference categories are described below:

(a) ***Elderly/Non-Elderly Disabled Person Preferences***

(1)The Boston Housing Authority has an Admissions preference for a single person Applicant, who is Elderly or Disabled over other single persons. An Applicant will be given preference over an Applicant who is a Single Person who is not an Elderly or Disabled person within each waiting list Priority category.

Note: A single woman who is pregnant at the time of admission, or a Single Person who has secured or is in the process of securing the custody of any individual(s) below the age of 18, will not be considered a Single Person for the purposes of this preference.

(2) The Boston Housing Authority has an Admissions preference for Elderly households at specific Project Based Section 8 sites where such a preference is designated in the Owner's Housing Assistance Payments Contract ("HAP)".

(3) Non-Elderly Disabled (NED)
The BHA will grant a preference for non-elderly disabled (NED) applicants to waiting lists at sites which were formerly public housing; were part of a designated housing plan, and have been converted to Project Based Section 8.

(b) ***Veterans Preference***

A "veteran", as used in this Administrative Plan shall include the spouse, surviving spouse, dependent, parent or child of a Veteran and the divorced spouse of a Veteran who is the legal guardian of a child of a Veteran.

Verification Requirement:

1Applicants claiming a Veteran's Preference must provide a copy of the discharge documents of the Veteran for whom the Preference is claimed. The Veteran's Preference is only applicable to Veterans and/or immediate families of Veterans who were discharged under circumstances other than dishonorable.

(c) **Working Families Preference**

(1) Definition of a Working Family:

A Family where the Head of Household or other adult member is employed full time and who has been employed for the last six months. Full time is defined as working at least 32 hours a week.

(2) An Applicant shall be given the benefit of the Working Family preference if both the head ***and*** spouse are age 62 or older; or sole member is age 62 or older or head, spouse, or sole member is a Disabled Person.

(3) Verification Requirements:

(i) Verification from employer that Family meets the definition of a working Family.

(d) **Displaced Boston Tenant Preference**

The BHA shall give two (2) Preference points to an Applicant who was displaced from a unit within the City of Boston

(1) No length of Residency Required

This Preference is not based on how long the Applicant resided within the City of Boston, but only upon the establishment and proper verification of residency within the City Of Boston.

(2) Verification Requirements

To receive this Preference, an Applicant must verify that: (i) they were displaced from a unit within the City of Boston, and (ii) The following documentation in conjunction with Priority documentation to establish displacement will verify the Displaced Boston Tenant Preference:

(a) Landlord verification;
(b) A copy of a Lease;

(c) Utility Bill (electric, gas, oil, or water)
(d) Mortgage Payments;
(e) Letter from School Department;
(f) Letter from Social Security Department;
(g) Taxes;
(h) Other verification deemed acceptable by BHA.

(3) Non-discriminatory Effect of Preference

This Preference shall not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an Applicant Family.

(e) Preference under Olmstead

The BHA has an admissions preference for those qualified individuals with mental and/or physical disabilities exiting institutions or who are at serious risk of institutionalization. Applicants who receive this preference must be willing to participate in services as provided by State Money Follows the Person (MFP) entities or other support service agencies and partnering organizations. The services may include case management and personal care.

Verification Requirement:

The BHA will accept verification that the applicant is exiting an institution or is at serious risk of institutionalization from the treating facility or hospital. The facility or hospital must also verify that the applicant will be receiving appropriate supportive services by state MFP entities or other support service agencies and partnering organizations.

(f) Homeless Service Organizations Preference

The BHA has an admissions preference for those applicants who are referred by a partnering homeless service organization or consortia of homeless service organizations. This preference will be applied to specific site based lists where supported housing services are offered by said organization.

Verification Requirement:

Applicant
The Applicant must provide verification of his/her homeless status in accordance with BHA's previously referenced Priority category; and, also provide verification that he or she is working with and being referred by a homeless service organization which provides supported housing services at the site to which he/she is applying.

Homeless Service Organization
The partnering homeless service organization must show that it is the supported housing service provider for the specific site for which the preference is being applied and may not deny its services to members of any federally protected class under fair housing laws, i. e. race, color, religion, national origin, sex, disability or familial status.

(g) No Fault Displacement

Preference for PBV participant who is otherwise eligible for a TBV (has resided in current PBV unit for at least one year and is in good standing), whose unit is or will be permanently lost due to demolition, disposition, fire, condemnation or other action out of the participant's control (not due to the fault of the participant or participant's household members).

Verification Requirement
The current owner must verify in writing that the participant is in good standing and that the unit is being permanently lost due to one of the above.

(h) Right of First Refusal

Preference for former residents returning to a PBV new construction or rehabilitation project that was specifically identified as replacement housing for the original project as part of a documented plan for redevelopment which had one of the forms of funding listed in §15 of this plan.
(i) This preference may only be applied at initial reoccupation of the site, and will not extend past an initial offer to re-occupy.

(i) Long Term Homeless

Homeless in or displaced from Boston twelve (12) months or longer as defined below:

1. Three hundred and sixty-five (365) days in shelter, transitional housing, or safe haven over the last three (3) years in Boston or;
2. at least one (1) night per month for twelve (12) months homeless unsheltered in Boston over the last three (3) years, or:
3. Same as above, however, homeless days are outside of Boston and city of origin is Boston as documented by DHCD's Emergency Assistance System.

(a) Verification
Verification will be documented by the Shelter Provider.

3.3.8 Standard Applicants

Standard Applicants are Applicants that do not qualify for any Priority category.

3.3.9 Point System

(a) The **Priority point system** used by BHA to process new Admissions on all waiting lists is as follows:

PBV to TBV	**95 points**
Super Priority Applicants	**75 points**
Mitigation Vouchers	**60 points**
Supported Housing Programs (Formerly City of Boston ICHH Programs Priorit**y)**	**50 points**
Priority One Applicants	**30 points**
Standard Applicants	**0 points**

(b) **Preference points** will be added to Priority points as follows for Applicants for Admission only:

Project Based Voucher Elderly	**100 Points**

Right of First Refusal	**25 Points**
No Fault Displacement	**20 Points**
Non Elderly Disabled	**10 Points**
Preference Under Olmstead	**7 Points**
Homeless Service Organizations Preference	**7 Points**
Long Term Homelessness	**7 Points**
Single, Elderly or Disabled	**5 Points**
Veterans Preference	**3 points**
Displaced Boston Tenant Preference	**2 points**
Working Families Preference	**1 point**

3.4 Special Admissions

Applicants may be admitted to the Housing Choice Voucher program even though they are not on the BHA's waiting list if they are part of a group targeted by HUD for special assistance. Applicants admitted as "Special Admissions" according to this section will not be counted against the income targeting requirement that a minimum of 75% of new Admissions to the BHA's Section 8 program have Family income that is thirty percent (30%) or below the Area Median Income as established by HUD. (See 24 C.F.R. § 982.203(b) for examples of assistance targeted by HUD).

CHAPTER 4: Communications and Verification

"Communication" includes both standard forms used by the BHA to obtain information from an Applicant/Participant or an Owner and information provided to an Applicant/Participant or an Owner about the program. It is the goal of the BHA to communicate well with Owners and Applicant/Participants because they are less likely to commit errors, fraud, or abuse when they have a much better understanding of program requirements and BHA expectations.

The following chapter describes the standards of communication and verification required and expected of the BHA, an Applicant or Participant, and an Owner.

4.1 Communication Preference

The BHA prefers that all communication between Families and the BHA and between Owners and the BHA be in writing. The BHA will attempt to create well designed forms to effectuate proper communication to Families and Owners and to collect all required information. The BHA will communicate with persons who have limited English ability in accordance with section 1.3.4 of this Administrative Plan.

4.1.1 Communication between Applicants and the BHA

It is the responsibility of each Applicant to inform the BHA in writing of any change in address, telephone number, Family Composition, change in Priority and or Preference, or other information, which may affect the status of the application while on the waiting lists. For an Applicant with no fixed address, such as a Homeless Applicant, the address of a social service agency may be used for BHA contacts; however, if the Applicant finds housing, the address must be reported to the BHA. Failure to report a change may result in withdrawal from the waiting list.

BHA will communicate with an Applicant by first class mail, except when an Applicant who is a Disabled Person requests some other form of communication (e.g., a telephone call, communication with a designated third party, etc.). A person who is Homeless and an Applicant may request that the BHA communicate with a designated third party. Failure to respond to BHA communication in the required time period may result in withdrawal of an Applicant from all waiting lists.

4.1.2 Communication between a Participant and the BHA

A Participant should communicate with the BHA in writing. It is the responsibility of the Participant to report a change in income or Family Composition in accordance with this Administrative Plan. A Participant also has an obligation to supply all required documentation for eligibility and Recertification purposes. It is in the best interest of the Participant to retain copies of any communication with BHA.

Failure to respond to BHA communication in the required time period may result in termination of the Participant's subsidy in accordance with Chapter 13 of this Administrative Plan.

4.2 Misrepresentation of Information or Fraud

The BHA considers falsification, misrepresentation, or failure to disclose information related to Admission, initial eligibility, participation, or Recertification grounds for denying Admission or terminating assistance from the HCVP. If the BHA determines that an Applicant has acted as described above, the Applicant will be precluded from re-applying for assistance with the BHA for three years from the date of the determination.

4.3 Verification Requirements

The BHA must verify and document all information concerning an Applicant/Participant's Family Composition, Annual Income, Priority status, and Preferences.

4.3.1 Verification Documentation

The BHA will maintain all documents related to eligibility/Recertification in the Applicant/Participant's file folder. Documentation used as part of the verification process may include but is not limited to:

(a) Copies of documents, where law or regulation does not require the original.

(b) Verification forms completed and signed by third parties and/or Applicant/Participant.

(c) Upfront Income Verification (UIV)

UIV is the verification of a Family's income, before or during a Recertification, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. The BHA will maintain UIV data according to applicable Federal, State, and local law and BHA policy.

(d) Reports of all relevant interviews, telephone conversations or personal contact with or regarding the Applicant/Participant including date of the conversation, source of the information, name and position of the individual contacted, name and position of staff member receiving information and a written summary of the information received.

(e) All correspondence received for or on behalf of the Applicant.

4.3.2 Verification Preference

The BHA will accept verification of eligibility information in the following order of preference:

(a) **Upfront Income Verification (UIV)**

The BHA will use UIV procedures to obtain verification of tenant-reported (unreported or underreported) income.

(1) Types of Income that may be verified through UIV:

(i) Gross Wages and Salaries (Including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services)

(ii) Unemployment Compensation

(iii) Welfare Benefits

(iv) Social Security Benefits (including Federal and State benefits, Black Lung benefits, and dual benefits)

(A) Social Security

(B) Supplemental Security Income (SSI)

(2) The BHA may obtain UIV through the following methods:

(i) Computer matching agreement with a federal, state, local government agency, or a private agency; or

(ii) Use of HUD's Tenant Assessment Subsystem ("TASS") or Enterprise Income Verification ("EIV"); or

(i) Submission of direct request for income verifications to a federal, State, or local government agencies or a private agency.

A. What is the EIV System?
The EIV System is a web-based application, which provides employment, wage, unemployment compensation and social security benefit information of tenants who participate in the HCV Program. This system is available to all PHAs nationwide. 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.

1. Identifying participants whose reported personal identifiers (SSNs and DOB) do not match the SSA database;
2. Identifying participants who need to disclose a SSN;
3. Identifying participants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
4. Identifying participants who may not have reported complete and accurate income information;
5. Identifying participants who have started a new job;
6. Identifying participants who may be receiving duplicate rental assistance;
7. Identifying participants who are deceased and possibly continuing to receive rental assistance;
8. Identifying former participants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord

B Required use of EIV and Verification Hierarchy.
The BHA is required to access the EIV system and obtain an Income Report for each household. The BHA is required to maintain the Income Report in the participant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

The BHA will follow the following income verification hierarchy:

1. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. (not available for income verifications of applicants)
3. Upfront Income Verification (UIV) using non-HUD System
4. Written Third Party Verification
5. Written Third Party Verification Form
6. Oral Third Party Verification

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

C. Disputing EIV Information and Resolving Discrepancies
In accordance with 24 CFR §5.236(b)(2)(3), the BHA is required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source that was not reported by the participant or a substantial difference in the

reported income information, the BHA is required to take the following actions:

1. Discuss the income discrepancy with the participant; and

2. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, the BHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
5. Take any other appropriate action as directed by HUD or the BHA's administrative policies.

*The BHA is required to 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.

Participants are required to reimburse the BHA if they were charged less rent than required by HUD's rent formula due to the participant's underreporting or failure to report income. The participant is required to reimburse the BHA for the difference between the participant rent that should have been paid and the participant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the participant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the BHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

Sometimes the source or originator of EIV information may make an error when submitting or reporting information about participants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures participants and PHAs should follow regarding incorrect EIV information.

Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State

Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database.

If the participant disputes this information, s/he should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The participant should provide the BHA with this written correspondence so that it may be maintained in the participant file. If employer resolution is not possible, the participant should contact the local SWA for assistance.

Unemployment benefit information reported in EIV originates from the local SWA. If the participant disputes this information, s/he should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The participant should provide the PHA with this written correspondence so that it may be maintained in the participant file.

SS and SSI benefit information reported in EIV originates from the SSA. If the participant disputes this information, s/he should contact the SSA at (800) 772–1213, or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at http://www.socialsecurity.gov.

> ***Note:*** The participant may also provide the BHA with third party documents which are in the participant's possession to support their dispute of EIV information. The BHA, with the participant's consent, is required to submit a third party verification form to third party sources for completion and submission to the BHA, when the participant disputes EIV information and is unable to provide documentation to validate the disputed information. The participant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR §5.232.

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former participant disputes this information, s/he should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former participants may dispute debt and termination information for a period of up to three years from the end of participation date in the PIH program.

Identity Theft. Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either on purpose or by accident. SSA does not require an individual to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN. However, a person using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. So, if the participant suspects someone is using his/her SSN, s/he should check their Social Security records to ensure their records are correct (call SSA at (800) 772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at (877) 438-4338, or visit their website at: http://www.ftc.gov/bcp/edu/microsites/idtheft/); and s/he should also monitor their credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The participant should provide the PHA written documentation of filed identity theft complaint. (Refer back to paragraph on Employment and wage information regarding disputed EIV information related to identity theft).

Participants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: www.annualcreditreport.com or by contacting the credit reporting agency directly. Each agency's contact information is listed below.

National Credit Reporting Agencies Contact Information

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
Website: www.equifax.com
Telephone: (800) 685-1111

Experian
P.O. Box 2104
Allen, TX 75013
Website: www.experian.com
Telephone (888) 397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
Website: www.transunion.com
Telephone: (800) 680-7289 or (800) 888-4213

Security of EIV Data

The Federal Privacy Act (5 USC §552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the BHA for the purpose of determining eligibility and level of assistance may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the participant has authorized such disclosure in writing.

(b) **Written Third Party Verification**

Written verification by a third party is always preferred. The BHA will also accept Third Party Verification from reputable online systems, including EIV and TASS, which may verify employment income or other sources of regular income. See also section 4.3.4 for more information on Third Party Verification.

(c) **Oral Third Party Verification**

Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the Applicant/Participant, via ***telephone*** or in-person visit. BHA staff will document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed verified information.

This verification method is commonly used in the event that the independent source does not respond to the BHA's faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

The BHA shall verify information by telephone when written third-party verification is incomplete or unclear.

(d) **Verification by Applicant/Participant supplied documents.**

The BHA will review documents submitted by the Applicant when: (i) the information requested does not require Third-Party Verification (for example rent receipts, canceled checks for rental payments, Lease agreements and monthly utility bills) or (ii) third-party fax or telephone verification is impossible. BHA may copy documents into the Applicant's file or list the documents and the information contained in them.

(e) **Verification by Applicant/Participant certification**.

With the approval from the Administrator or his/her designee, the BHA may choose to accept an affidavit from an Applicant regarding housing and employment history only when verification by a third party or verification by documents is impossible to obtain.

4.3.3 Validity of Documentation and Verification

(a) **Information Supplied by Applicant/Participant**. Documents supplied by an Applicant/Participant should be dated within sixty days (60) of the eligibility/Recertification interview[10].

(b) **Verification at Recertification**. Verification obtained for Recertification must be no older than 120 days at the effective date.

(c) **Information not subject to change**. BHA will verify this information (e.g. verification of age or place of birth) only once during the eligibility/Recertification process.

(d) **Verification of Eligibility must be no more than 60 days from Voucher issuance**. The BHA must receive information verifying that an applicant is eligible within the period of 60 days before the BHA issues a voucher to the Applicant. 24 C.F.R. § 982.201(e)

(e) **Maximum Family Share at initial Occupancy.** At initial occupancy the Family Share must not exceed 40 percent of the Family's gross income. The determination of adjusted monthly income must be based on verification information received by the BHA no earlier than 60 days before the BHA issues a voucher to the family.

4.3.4 Third Party Verifications

BHA will send third party verifications directly to the third party. The BHA may fax a verification form to a third party and request a return fax to the

[10] See HUD Verification Guidance for the Public Housing And Housing Choice Voucher Programs (March 2004)

BHA after the form is completed. Each BHA verification form sent to a third party will include the following:

(a) Authorization from the Applicant to release the information on the BHA's General Release Form (HUD 9886) or Income Verification Form, and

(b) BHA Third-Party Verification form.

4.4 Missed Appointments

The BHA considers it a failure to attend an appointment and is not required to hold a scheduled meeting if an individual is more than one-half (1/2) an hour late for a scheduled appointment.

The BHA does not consider it a failure to keep an appointment if an individual contacts the BHA prior to the appointment to reschedule or has a reasonable excuse for missing the appointment. The BHA may use discretion to determine whether or not an excuse is reasonable. The BHA may ask the Family to supply documentation to verify their inability to attend the appointment.

CHAPTER 5: DETERMINATION OF ELIGIBILITY

5.1 Number of Vouchers Issued

At its discretion, the BHA will consider the Annual Contributions Contract ("ACC") commitment, funding availability, leasing schedule, turnover rate, historical leasing success rates, and similar factors to determine how many Vouchers should be issued.

5.2 Threshold Eligibility Requirements (Sections 5.2.1- 5.2.3)

The Applicant will be denied assistance and withdrawn from the waiting list based on information on the preliminary application if the Applicant does not meet all of the following requirements. In determining final eligibility, the BHA will consider Mitigating Circumstances including, but not limited to, being the victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, and any request for a Reasonable Accommodation on account of a Disability. To remain on the waiting list, the Applicant must be:

5.2.1 A Family as defined by the BHA

(a) ***Definition of a Family***

(1) Two or more persons regularly living together, related by blood, marriage, adoption, guardianship or operation of law; or who are not so related, but share income and resources and intend to live together;

(2) This definition includes single persons.[11]

(3) Other persons, including foster children, Live–in–Aides [12], and members temporarily absent (including children temporarily assigned to foster care[13]), may be considered a part of the household if they are living or will live regularly with the Household.

5.2.2 Income eligible as defined by HUD

Persons meeting BHA income qualifications are those whose Annual Income at the time of Admission, does not exceed the income limits for

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[11] Single persons include: a single man; a single woman who is pregnant at the time of admission; a single person who has secured, or is in the process of securing, the custody of any individual(s) below the age of 18; an Elderly person; a Person with a Disability or Handicap; a Displaced Person; or a Single Person who is not Elderly, Disabled, handicapped or displaced, each as defined in Chapter 11 of this Policy.
[12] Live-in-Aides do not have rights of tenancy, nor can they be considered the remaining member of a resident household unless they are found to be a licensed Live-in-Aide and select one of the options in Chapter 5, section 5.4.2(g).
[13] See 24 C.F.R. § 5.403.

occupancy established by the HUD. Income limits are posted separately in BHA offices (see sections 5.5 – 5.6). These income limits do not apply to families who are Continuously Assisted. See also section 5.5.1 for further explanation of income eligibility.

5.2.3 Past Balances Due to any Publicly Assisted Housing Program

The Applicant must not owe uncollected rent and/or miscellaneous charges, such as court costs, constable fees, or other related fees arising during the Applicant's receipt of benefits from any program administered by the BHA or Other Publicly Assisted Housing Program[14].

(a) The BHA will check for debts owed upon receipt of the **Preliminary Application**. An Applicant who applies owing a balance consisting of uncollected rent, overpaid Housing Assistance Payments and/or miscellaneous charges (for any program administered by the BHA or Other Publicly Assisted Housing Programs) will be entered into the BHA database as Preliminarily Eligible and the Applicant shall be notified in writing regarding the outstanding debt. The debt must be paid in full prior to determination of final eligibility

(b) The BHA will have the discretion to enter into an agreement for past due balances in the case of a transfer or relocation of BHA public housing resident.

5.3 Eligibility Interview (Final Eligibility)

5.3.1 Purpose.

The purpose of the eligibility interview is to determine the Applicant's anticipated gross income, Family Composition, and appropriate Voucher Unit Size, Immigration status, Criminal Offender Record Information, and verify Priority and Preference status. The same standards to determine the Applicant's income and Family Composition in the initial eligibility interview will be used to determine the Participant's income and Family Composition for any subsequent eligibility determination or Recertification. (See Chapter 8: Renewal).

5.3.2 Scheduling Eligibility Interview Appointment

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[14] Other Publicly Assisted Housing Program – means residence in any housing program assisted under M.G.L. ch. 121B (such as state-assisted public housing for families, Elderly or disabled persons), or Massachusetts Rental Voucher Program or assisted under the United States Housing Act of 1937 as amended (42 U.S.C. § 1401 *et seq.*) (such as federally-assisted public housing for families, Elderly or disabled persons, Section 8 certificate/voucher, project-based certificate, moderate rehabilitation, loan management/property disposition leased housing program, Indian housing, or tenant-based assistance under the HOME program)

The Applicant must attend the eligibility interview and bring the requested information to the BHA.

(a) ***Letter of Interest***. The BHA will send a letter to an Applicant selected from the waiting list. The letter will tell the Applicant to contact the BHA and schedule a date and time for an eligibility interview with the BHA. The letter also informs the Applicant of the verified information that must be provided to the BHA in order to determine eligibility.

(b) ***Failure to respond to the Letter of Interest***. The BHA will send a letter of withdrawal (see section 3.2.5(c)) to an Applicant who does not respond to the letter of interest. If the Applicant responds to the Withdrawal letter within 10 days after failing to respond to the initial letter of interest, the BHA will schedule a final eligibility interview with the Participant. Failure to attend the final eligibility interview will result in being withdrawn from the waiting list (see section 3.2.5(c)).

(c) ***Failure to Attend the Eligibility Interview***. If the Applicant schedules an eligibility interview and misses the interview without contacting the BHA, the BHA will send the Applicant a letter of withdrawal. If the Applicant notifies the BHA in advance of the need to reschedule the appointment or contacts the BHA within 10 days of the missed appointment, the BHA will reschedule. The rescheduled eligibility interview will be considered a second and final appointment. If the Applicant misses the second and final interview, the Applicant will be sent a letter of withdrawal. (see section 3.2.3(c)).

(d) ***Deadline to supply documents***. If the Applicant does not supply all the necessary documentation at the eligibility interview, the BHA will give the Applicant up to twenty (20) days to supply all documentation to the BHA. The BHA may grant an Applicant a ten (10) day extension for good cause to supply information to the BHA. If the Applicant fails to meet the deadline to supply documents, they will be withdrawn from all waiting lists (see section 3.2.5).

(e) ***Reasonable Accommodation***. If the Applicant fails to Respond to the Letter of Interest, fails to attend the eligibility interview, or fails to supply information to the BHA, and the failure is due to Domestic Violence, Dating Violence, Stalking, or Sexual Assault or a documented Disability, the BHA may decide not to withdraw the Applicant from the waiting list.

5.3.3 Reassignment of Applicant to Different Priority Category

An Applicant will be placed in a different Priority or the same priority category with a later application date if the BHA determines:

(a) the Applicant's Priority status is incorrect at the time of the initial eligibility interview, and

(b) the Applicant is eligible for another (or the same) Priority and the waiting list is open for that Priority; and

(c) The applicant's circumstances do not give rise to those described below in 5.3.4

If, at the time of the initial eligibility interview, the Applicant is not eligible for any Priority category for which the waiting list is open and the waiting list is not open for standard Applicants, the Applicant will be withdrawn from the waiting list.

If the Applicant is eligible for a new Priority status and the waiting list is open for that Priority, the Applicant will be placed on the waiting list according to the verifiable date of the Priority eligibility and not the date of the original application.

Gaps on non-Priority 1 status in between the initial application and the final eligibility interview above shall not disqualify an applicant from their original application date and time. Additionally, a change from one Priority 1 category to another Priority 1 category between initial application and the final eligibility interview shall not result in a change to the original application date.

5.3.4 Misrepresentation of Information or Fraud

The BHA considers falsification, misrepresentation, or failure to disclose information related to Admission, initial eligibility, participation, or Recertification grounds for denying Admission to or terminating assistance from the HCVP. If the BHA determines that the Applicant has acted as described above, the Applicant will be precluded from re-applying for assistance with the BHA for three years from the date of the determination.

5.3.5 Limitation on Number of Eligibility Determinations

For each Applicant, the BHA shall only be required to determine Section 8 eligibility once every twelve (12) months unless the Applicant was denied for one or more of the following reasons:

(a) Lack of citizenship status;

(b) Past due balance owed to a publicly assisted housing program;

(c) Lack of priority status;

(d) Family income exceeds the applicable limits;

(e) Reasons directly related to substance abuse and the Applicant has now successfully completed a rehabilitation program;

(f) As a reasonable accommodation.

5.4 Family Composition

The BHA will verify Family Composition at the eligibility interview and at any interim or annual Recertification appointment.

5.4.1 Verification of Family Composition

The BHA must obtain the following information for all Applicants as applicable:

(a) **Photo Identification for the Head of Household and the Co-Head of Household**. One of the following forms of photo identification for the Head of Household and the Co-Head of Household only:

(1) Driver's License;

(2) Registry of Motor Vehicles picture ID;

(3) Passport;

(4) Student or Employer ID; or

(5) Other Photo ID acceptable to the BHA.

(b) **Proof of Birth**. One of the following proof-of-birth documents (shown in order of preference) for all Applicant Family members:

(1) Original and copies of Birth certificates;

(2) Passports;

(3) Original INS documents for eligible Non-Citizens;

(4) Other records deemed appropriate by BHA (DDG214, Statement from Social Security Administration, Original Baptismal Records); or

(5) A medical letter documenting pregnancy as well as anticipated date of birth will be required for all unborn children listed on the application.

(c) **Proof of Relationships**. One of the following proof-of-relationship documents for all Minor children or situations involving the care of adults under guardianship:

(1) Birth certificates;

(2) Court records of adoption;

(3) Court records of guardianship; or

(4) Other written documentation such as written designation from the Minor Child's parent.

(d) **Social Security Numbers**. One of the following documents may be accepted to verify Social Security Numbers (SSN):

(1) Original Social Security Card;

(2) Original Report from the Social Security Administration documenting the availability/non-assignment of a SSN (BHA will make a copy for the file); or

(3) A written statement from the Social Security Administration documenting the assigned SSN.

Family members under the age of six (6) years old do not need to provide a SSN.

No SSN or verification needs to be provided for individuals who certify that they have not been assigned a SSN. However, proof must be provided to show that no SSN was assigned.

(e) **Status as an Elderly Person**. The BHA will accept Proof of Birth (see subsection (b) above) of the Head and/or Co-Head of Household indicating an age of 62 years or older to verify that person's status as an Elderly Person.

(f) **Status as a Disabled Person**. In general, the BHA shall not inquire as to the existence or nature of a disability, or ask for information related to a disability or the medical history of an Applicant or a Participant. However, the BHA can require verification where it is claimed that a Family member is a Disabled Person for two purposes:

(1) For the purpose of applying for Admissions Preferences and Priorities (see section 3.3.6); and

(2) For the purpose of calculating Household income and rent.

In addition, when an Applicant or Participant requests a Reasonable Accommodation on account of a disability, the BHA may require documentation as to the disability and the need to be served by an accommodation or modification. An Applicant or Participant may choose not to disclose the fact of a disability and

request an accommodation; however, in this case, the BHA is not obligated to provide any such accommodation.

The following documentation will be accepted for purposes of verifying the status of a Family member as a Disabled Person:

(1) Evidence that the Applicant or Participant's sole source of income is SSI benefits, SSDI benefits or disability retirement income (see income verification below); or

(1) A certification from a Qualified Health Care Provider verifying that the Applicant or Participant meets the criteria of a Disabled Person for the Federal Housing Program (see Definitions for eligibility of Disabled Persons).

5.4.2 Determining Family Unit Size (BHA Subsidy Standards)

The following BHA Subsidy Standards have been established to determine the number of bedrooms needed for Families of different sizes and compositions. For each Family the BHA will determine the appropriate number of bedrooms under the BHA Subsidy Standards. The Family Unit Size number is entered on the Voucher issued to the Family.

The following factors are used to determine the Family Unit Size:

(a) The Head of Household (and spouse or domestic partner, if applicable), shall be entitled to one bedroom.

(b) Two persons who are of the same sex shall only be entitled to one bedroom.

(c) The BHA shall inform the Applicant/Participant that s/he may elect to have a Child share a bedroom with another Child of the opposite sex, in order to be eligible for a smaller Voucher Unit Size.

(d) The BHA may assign an additional bedroom as a Reasonable Accommodation to a Disabled Family member.

(e) A single pregnant woman, as documented by a physician, with no other persons will be treated as a two-person Family. A pregnant woman whose Family includes other children will not be assigned an additional bedroom until the sex of the Child is determined and documented by a physician (either before or after birth). Once the sex of the Child is documented the BHA will assign the Family an additional bedroom if they are eligible.

(f) A Child who is temporarily away from the home because of placement in foster care (as documented by the Department of Children and Families) is considered a member of the Family in determining Family Unit Size.

(g) Live-In-Aide

Any Live-In-Aide, approved to live in the Unit to care for a Family member who is Disabled or is at least 50 years of age (near-Elderly), will be counted in determining the Family Unit Size.

(1) ***Definition***:

A Live-In-Aide is defined as a person who:

(i) Is determined by BHA based upon medical documentation from a Qualified Healthcare Provider to be essential to the care and wellbeing of an Elderly or Disabled Person or persons; ***AND***

(ii) Is not obligated to support the Elderly or Disabled Person or persons; **AND**

(iii) would not be living in the Apartment except to provide the necessary supportive care; ***AND***

(iv) Has no right to the Apartment as a Residual Tenant except as provided in section 11.8, ***AND***

(v) Does not have his/her income included in the Elderly or Disabled Participant's Household for the purposes of determining total Family income and rent except as provided in section 11.8.

(2) Live-In-Aide **Policy**

(i) Any Live-In-Aide must meet the definition of a Live-In-Aide as stated above.

(ii) A Live-In-Aide can be a Single Person or a person with a Household (*Example*: a Live-In-Aide may have his/her own children that reside with them).

(iii) No addition of a Live-In-Aide and his/her Household, if applicable, shall result in overcrowding of the Apartment.

(iv) No Live-In-Aide and his/her Household, if applicable, has the right to the Apartment as a Residual Tenant except as provided in Section (vii)(B) below.

(v) Any Live-In-Aide and his/her Household, if applicable, must sign a waiver of residual residency status except as provided in (vii)(B) below.

(vi) Any Live-In-Aide and his/her Household, if applicable, must meet the BHA's Eligibility Requirements.

(vii) Any Live-In-Aide and his/her Household, if applicable, will be counted as a member of the Participant's Household composition for the purposes of determining the appropriate Apartment size ONLY.

(viii) A relative who satisfies the definition above will be notified in writing that s/he may be qualified as a Live-In-Aide and may choose one of the following two options:

(A) S/he can qualify as a Live-In-Aide, choose not to include his/her income as part of the total Household income and sign a waiver of residual residency status.

OR

(B) S/he can qualify as a Live-In-Aide , have his/her income included as part of the total Household income and retain rights as a remaining member of the Household.

(ix) A Live-In-Aide must reside with the Family. An occasional, intermittent multiple or rotating care givers typically do not reside in the unit and do not qualify as live –in-aides. Therefore an additional bedroom would not be approved for an aide under these circumstances. The Family Unit Size for any family consisting of a single person must be either a zero or one-bedroom Unit, as determined under the BHA Subsidy Standards.

(h) Exceptions to the Subsidy Standards

Exceptions to the above Subsidy Standard policies may be made if the BHA determines that such an exception is justified by the sex, age, health, Disability, handicap, relationship of the Family members, or other personal circumstances. However, for a Single Person who is not a Disabled Person, or an Elderly Person, such exception will not override (g)(2)(ix) above.

(i) When a Family May Rent an Apartment Larger than the Voucher Size

The Family may select a larger Apartment if the Family is willing to pay the difference between the rent and the approved subsidy and

doing so would not require the Family to pay more than 40% of the Family's Monthly Adjusted Income for rent and utilities. The requested rent must be reasonable in comparison to similar unassisted units.

(j) When a Family May Rent an Apartment Smaller than the Voucher Size

The Family may select a smaller Unit than that which is listed on the Voucher in the following instances:

(i) The Head of Household, if single, chooses to share a bedroom with another member of the Family of the same sex or with a child of the opposite sex of less than three years of age; or

(i) There is at a least one bedroom or living/sleeping room of appropriate size for each two persons; or

(ii) The State Sanitary Code requirements are met if on member of the Family is using or will use the living area as a sleeping area instead of a bedroom.

(k) Changes in an Applicant's Family Composition.

If the Family's composition has changed since their initial application, the Family must provide verification of the change. Changes in Family Composition must be reported within thirty (30) days from the date of the change. (See also sections 11.1.1(a), 10.1.3 and 10.1.4 for more regarding changes in Family Composition). The BHA will issue a Voucher of the appropriate bedroom size based upon the Family's current composition except in cases where the relationship, age (not generational gap), sex, health, disability or handicap of the Family members warrants the assignment of a larger Voucher Size than that which would result from a strict application of the above criteria. These exceptions must be documented and approved by Administrator or his/her designee.

5.5 Income Eligibility and Targeting

Persons meeting BHA income qualifications are those whose Annual Income at the time of Admission, does not exceed the income limits for occupancy established by HUD. The BHA posts Income limits separately in BHA offices and on its web site (www.bostonhousing.org).

5.5.1 Income Eligible Family

To be income eligible the Family must be a Family in any of the following categories:

(a) A Family with an annual gross income equal to or less than 50% of Area Median Income (which is also known as "very low-income");

(b) A low-income Family that is Continuously Assisted under the 1937 Housing Act;

(c) A low-income Family that currently resides in a BHA state subsidized public housing development, but is being displaced due to modernization or rehabilitation or other reasons due to no fault of the Family and the Family was initially eligible for BHA state subsidized public housing;

(d) A Family residing in "expiring use" developments where the Family's household income does not exceed 80% of Area Median Income (or "low- income");

(e) A Family residing in developments which are eligible for the receipt of enhanced Vouchers according to applicable law, may be eligible for the Section 8 program as long as the Applicant's household gross income does not exceed 95% of area median income.

(f) A low-income Family that qualifies for Voucher assistance as a non-purchasing Family residing in a HOPE 1 or Hope 2 project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. § 1437f(o)(4)(D));

(g) A low- or moderate-income Family that is displaced as the result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low income housing as defined in 24 C.F.R. § 248.101.

(h) A low-income Family that qualifies for Voucher assistance as a non-purchasing Family residing in a project subject to a Participant homeownership program under 24 C.F.R. § 248.173.

(i) A low-income Family that is currently assisted by a state subsidized housing program.

5.5.2 Targeting Requirements

The BHA will conduct "income targeting" as required by applicable law[15] to ensure that 75% of all Section 8 tenant-based program waiting list Admissions go to Extremely Low-Income Families (those with incomes at or below 30% of the area median income). Income targeting requirements do not apply to Special Admissions (see section 3.6).

[15] See 24 C.F.R. section 982.201(b)(2)(i)

(a) ***"Continuously Assisted" families*** are not subject to the aforementioned targeting requirements and need not be at 50% of Area Median Income or below to be eligible, as long as their income is low enough to qualify for some level of subsidy assistance.

The BHA considers a Family to be 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 Certificate or Voucher program.

A brief interruption between assistance under one of these programs and Admission to the Certificate or Voucher program shall not be considered a break in the continuity of assistance as long as:

(1) The Family was qualified to enter the subsequent program at the time participation in the prior program was terminated; and

(2) The interruption of assistance was not caused by the Family's willful violation of program regulations; or

(3) The termination of assistance under the earlier program was not due to the Family's violation of program regulations.

5.5.3 Determining and Verifying Family Income

During the eligibility interview and/or Recertification interview, the Applicant/Participant must certify any income, Assets, income deductions and income exclusions pertaining to an Applicant/Participant's Household. In conjunction with Applicant/Participant reported income, ***Upfront Income Verification (UIV)*** or ***third party verification*** is required to determine income eligibility and amount of the subsidy.

Income eligibility. The BHA bases Income eligibility for the program on annual gross Family income without taking into account any deductions.

Subsidy and monthly rent calculation*.* The monthly rent is determined by adding together gross income from all sources for all Family members, including income from Assets, and reducing that income by allowable deductions and income exclusions, in accordance with Federal (HUD) regulations.
See Section 4.3.3 for length of eligibility of income documentation and verification.

Projections of Annual Income shall be based on the best available information, with due consideration to the past year's income of all Family members, current income and effective date, and shall include projections for each income recipient in the household.

All forms of income, deductions, exclusions and Assets must be verified in accordance with BHA policy and HUD requirements. The following is a non-exhaustive list of information that may be accepted to verify income:

(a) **Income from Employment**

(1) *Upfront Income Verification (UIV) (See section 4.3.2*(a))

(2) A completed employment verification form (third party verification) stating the gross wages of the employee, including history or anticipated amounts of overtime or bonus to be earned by the employee, or

(2) Pay stubs showing gross income for each pay period and all deductions taken for four consecutive weeks;

(3) The income of workers employed on an irregular basis will be estimated based on verification of the best information available, with due consideration to earning ability and work history.

(4) Up to $480 of earned income of an 18-year-old or older Full-time student will be counted. The student must verify full time status with a statement on the letterhead of an accredited educational institution stating that the student is enrolled as a Full-time student at that institution.

(5) The BHA may also require the tenant to produce additional information from the Internal Revenue Service (IRS) when annual income cannot be determined from the previous sources listed in this section. The BHA may request that the tax information be sent directly to the BHA using tax form 4506-T.

(b) **Income from Governmental Agencies**. A statement from the appropriate agency (Social Security, Department of Transitional Assistance, Employment Security, etc), stating the amount of annual or Monthly Income provided, including the gross amount and any deductions taken.

(c) **Income from Retirement Accounts**. A statement from the source stating the amount of annual or Monthly Income provided, including the gross amount and any deductions taken

(d) **Income from operation of a business or profession**

(1) Most recent audited financial statement of income and loss;

(2) Most recent tax return showing income and/or loss from the operation of a business or profession.

(e) **Child Support, alimony, regular gifts and gambling proceeds**

(1) A statement from the individual, business or agency providing the income and the frequency and amount of income provided; and/or

(2) Signed release form allowing the BHA to obtain information from the State Division of Child Support.

(f) **Income from Assets**

(1) *Definition of Assets*. Assets consist of bank accounts, trust funds, investments in stocks, bonds, certificates of deposit or money market funds, individual retirement accounts, and Keough accounts, life insurance, real property (buildings or land), or capital investments.

(2) *Actual vs. Imputed Income*. Income from Assets shall be based on either the actual income received or Imputed Income based upon current passbook savings rates in accordance with federal and state regulations as applicable. For instance, actual interest received shall be used for interest bearing bank accounts, money market funds, rented property, etc. Imputed Income will be used for real property which is not rented, jewelry, coin collections, works of art and other non-income bearing Assets. If the value of the asset is more than $5,000 the higher of Imputed Income or actual income received will be used.

(3) Common household items such as furniture, clothing, and vehicles used for day-to-day transportation shall not be considered Assets for the purposes of calculating income.

(4) Estimated bank withdrawal penalties, fees, and settlement costs used to determine cash value will be determined in accordance with the Code of Federal Regulations.

(5) In the case of tenants who own real estate, the property tax assessment will be used to determine the fair market value of real estate.

(6) If the Family claims to have inaccessible Assets or a trust that is not revocable or under the control of any Family member, it is up to the Family to prove such inaccessibility

with reasonable, sufficient, valid documentation. Any income distributed from the trust or any other inaccessible asset will be considered when determining the Family's annual income.

(7) Types of verification that will be accepted for purposes of determining the value and income received from an asset include:

(i) For a family with net assets equal to or less than $5,000, a BHA may accept a family's 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 BHA must obtain third-party verification of all family assets every three years (24 CFR 982.516(3)(ii)).

(ii) Third Party Income Verification form filled out by a financial institution;

(iIi) Original passbook for passbook savings accounts;

(iv) Most recent (no older than one year) appraised value of real property owned provided it's reflective of fair market value, in the form of property tax bill or appraisal from a Real Estate Appraiser; and

(v) Appraised valuations of any non-essential personal Assets such as jewelry, coin collections, antiques or classic cars.

(g) **Income from financial assistance for higher education.**

(1) Income from financial assistance for higher education includes any amounts received in excess of tuition, fees and charges as defined by the Department of Education.

(h) Verification of childcare expenses or care of Disabled Family Member deductions. This deduction is available for any ***reasonable*** childcare expenses to enable a Family member to be employed (including a family member on a leave of absence from his/her job with an anticipated return); actively seek employment, or to further his or her education. Such expenses are 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. The deduction will not be granted for any amount that is reimbursed.

In determining whether childcare expenses are reasonable, the BHA will verify that a family member is engaged in

an eligible activity and that the time spent at the eligible activity is commensurate to the child care expense.

Verification required:

(1) Statement from the provider of childcare or care of Disabled Person who is a Household Member of the amount of payment made on a periodic basis by the Applicant and proof of payment (e.g., cancelled check, money order receipt, IRS-1099 Form, etc.).

(2) Third party verification will be required: from employer verifying employment ; from employer verifying leave of absence and anticipated return date; letter from educational institution verifying student status ; verification of unemployment benefits or self-certification that he/she is seeking employment.

(i) **Verification of Medical Deductions**. This deduction is available to an Elderly or Disabled Family (i.e., in which the Head of Household or spouse is 62 years of age or older or is a Disabled Person). The BHA requires third party verification of the following un-reimbursed medical expenses for any Family member paid within the last twelve months:

(1) Statement of the cost of medical insurance and the frequency of cost from the provider or in the form of deductions indicated on pay stubs or Social Security statements accompanied by proof of payment;

(2) Receipts for payment of prescriptions and other health care needs. Non-prescription health care needs must be documented by both receipts and a statement from a Qualified Health Care Provider of the need for such items (including non-prescription medications, wheelchairs or other disability related aids, etc);

(3) A printout of prescription costs from a pharmacy accompanied by proof of payment by a Family member;

(4) Medical or dental bills for a Family member paid and proof of payment by a Family member.

(j) **Verification of Disability Assistance Expenses**

This deduction is available for ***un-reimbursed*** attendant care and auxiliary apparatus expenses for each member of the Family who is a Disabled Person, to the extent necessary to enable any member of the Family (including but limited to the member who is a Disabled Person) to be employed. This deduction may not exceed the earned income received by Family members who are

18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

(k) **Verification of Permanent Residence at a Hospital**

The income of a Family member confined to a long-term health care facility, as well as the deductions for their care may be excluded from consideration.

(l) **Disallowance of an Increase in Annual Income for Participant Families with Disabled Members (Earned Income Disregard or EID)**

If a Family's income increases as a result of employment of a Participant Family member who is a Disabled Person who has not been employed for one or more years prior to employment, the BHA will not count the increase in income due to the employment for a 12 month period. During the second 12-month period after the new employment the BHA will only count 50% of the income.

The earned income disallowance is limited to a lifetime 24-month period for each Disabled Family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of incremental increase, and a maximum of 12 months of phase-in exclusion.
If the period of increased income does not last for 12 consecutive months, the disallowance period continues for the remainder of the24-month period.

No earned income disallowance will be applied after the 24-month period following the initial date the exclusion was applied.

(m) Exclusions from Income include but are not limited to the following (for a complete list refer to 24 C.F.R. 5.609(c)

(1) Annual income does not include the following:
Income from employment of children (including foster children) under the age of 18 years.

(2) Payments received for the care of foster of children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

(3) Lump sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses, except as provided 5.5.3(b).

(4) Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.

(5) Income of a live in aide as defined in Section 5.4.2 (g)

(6) Education fees- financial assistance that is equal to tuition and any mandatory fees or charges in addition to tuition

(7) The special pay to a family member serving in the armed forces who is exposed to hostile fire.

(8) Amounts received under training programs funded by HUD.

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

Income received as part of a guaranteed income pilot shall be considered temporary and therefore excluded from annual income determinations

(10) Earnings in excess of $480 for each full time student 18 years of older excluding the head of household and spouse.

(11) Adoption assistance payments in excess of $480 per adopted child.

(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.

5.5.4 Zero Income

When a Family reports zero income, the BHA may require the Household to complete a budget or statement of financial responsibility. If the Family owns a motor vehicle, a telephone, or has other evidence of some form of expenditures reflecting income, the Family will be asked to explain the source of funds supporting such cash expenditures

In addition, adult Family members will be required to sign releases allowing the BHA to obtain verification of no-income from sources such as Dept. of Transitional Assistance, Internal Revenue Service, Department of Revenue, Social Security Administration, Employment Security and Veterans Affairs.

(a) Frequency of Zero Income Recertification

The BHA may require a zero income Participant to recertify every month. The BHA will review EIV quarterly until an Annual Income is determined..

5.6 Review of Citizenship and Eligible Immigration Status

Each Applicant/Participant's status as a U.S. Citizen, Eligible Non-Citizen or ineligible Non-Citizen must be verified except as indicated below. Determination of eligibility or partial eligibility for subsidized housing is affected by Citizen or Non-Citizen status. At least one Household Member must be a Citizen or Eligible Non-Citizen.

5.6.1 What Evidence Will Be Required.

Evidence of U.S. Citizenship or "Eligible Immigration Status" will be required to be submitted for all Family members regardless of their age, except as indicated below. **If you choose not to contend that you are a Citizen or have eligible immigration status you must** complete a form electing not to contend to such status

(a) **If You Are a U.S. Citizen:**

A signed Declaration of U.S. Citizenship

(b) **If You Are a Non-Citizen Who is Age 62 or Over:**

A signed Declaration of "Eligible Immigration Status". You will also need to provide a "proof of age" document.

(c) **If You Are a Non-Citizen Who Does Not Fall into One of the Categories Above**:

A signed Declaration of "Eligible Immigration Status," a signed Verification Consent Form **and** you must provide **the original** of one of the documents listed below:

(1) *Registered Alien Card*: U.S. Immigration and Naturalization Service ("INS") I-551 Form;

(2) *Arrival /Departure Record*: INS I-94 Form; with one of the following annotations:

(i) "Admitted as Refugee pursuant to Section 207;"

(ii) "Section 208" or "Asylum;"

(iii) "Section 243(h)" or "Deportation stayed by Attorney General;" or

(iv) "Paroled pursuant to Section 212(d)(5) of the INAA."

(3) *Arrival /Departure Record*: INS I-94 Form, not annotated, accompanied by one of the following documents:

(i) A final court decision granting asylum to which no appeal was taken;

(ii) A letter from an INS Asylum Officer granting asylum (if application was filed on or after October 1, 1990) or from an INS District Director (if application filed before October 1, 1990);

(iii) A court decision granting the withholding of deportation; or

(iv) A letter from an INS Asylum Officer granting withholding of deportation (if application was filed on or after October 1, 1990).

(4) *Temporary Participant Card*: INS I-688 Form, which must be annotated with the notation of either "Section 245A" or "Section 210;"

(5) *Employment Authorization Card*: INS Employment Authorization Card I-688B Form, which must be annotated with the notation either: "Provision of Law 274a.12(11)" or "Provision of Law 274a.12;" or

(6) Receipt from the INS indicating Application for Issuance of a Replacement Document.

(d) Eligible Immigration Status for all Non-Citizen Family members must be verified through the INS unless there is an election not to contend or all Family members are 62 years of age or older and have submitted proof of age and a declaration of eligible non-Citizen status.

5.7 Review of Criminal Offender Record Information (CORI)

The BHA uses criminal offender (CORI) records obtained from law enforcement agencies to screen Applicants for eligibility to the HCVP. All Applicants are advised in writing that criminal activity by any Applicant may be a cause for denial to the Section 8 Program. To determine eligibility the BHA reviews a Criminal Offender Record Information ("CORI") report from the Massachusetts Criminal History Systems Board ("CHSB"), or a similar entity in another state, if the Applicant has not been residing in Massachusetts for the past two (2) years. The BHA will pay costs associated with obtaining criminal record reports.

The BHA will request CORI for an Applicant who is fourteen (14) years of age or older in accordance with State and federal law.

In conducting a review of an applicant's history of criminal activity the review shall be limited to a period of five (5) years for criminal activities which would be punishable as a misdemeanor or equivalent level of culpability under local law and ten (10) years (except where the Housing Authority has an obligation to ban applicants whose criminal activity is subject to mandatory denial) for an activity which would be punishable as a felony or equivalent level of culpability under local law. The Housing Authority may deny an applicant whose criminal record shows a pattern of violent criminal activity, or activity that is inherently violent, even though the activity has occurred outside of the time frame set out above.

For the purposes of CORI certification, the BHA must verify the identity of the Applicant with a form of government-issued photographic identification (if photographic identification is unavailable the BHA may accept proof of birth). The BHA will obtain the following information on the CORI request form to ensure the correct identity of the Applicant:

- Full Name;
- Maiden name or Alias;
- Date of Birth;
- Place of Birth;
- Social Security Number (requested but not required);
- Mother's maiden name;
- Former addresses;
- Sex;
- Height;
- Weight; and
- Eye Color
- Other information as required under State or federal law.

If the BHA obtains criminal record information showing that an Applicant Family member has been convicted of a crime relevant to eligibility, the BHA will notify the Applicant of the proposed denial and provide the subject of the record and the Applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. The BHA may also consider evidence that any criminal activity was directly related to or resulting from incidents of Domestic Violence, Dating Violence, Stalking, or Sexual Assault as Mitigating Circumstances. The BHA will send the Applicant a letter offering the Applicant the opportunity to provide information by mail to dispute, resolve, or mitigate the criminal record information. The BHA will also provide the Applicant and the subject of the criminal record with a copy of the criminal record and let the Applicant know which portion of the record appears to make the Family ineligible. Upon receipt of additional information from the Applicant, the BHA will review the information and inform the Applicant of the decision.

5.7.1 Use and Maintenance of CORI

The BHA will use, maintain, and destroy CORI in accordance with 803 CMR § 5.00

No BHA employee shall disseminate or retain CORI for any purpose other than that expressly permitted by law. No BHA employee shall disseminate CORI to any individual other than an individual involved in the Applicant Certification process who is expressly authorized to have access to CORI.

CORI shall be destroyed when the Applicant to whom it pertains has been housed or has received a subsidy. If an Applicant has been determined ineligible for housing or subsidy, the Applicant's CORI shall be destroyed three (3) years from the date of the application's rejection, or after all administrative and judicial proceedings concerning the rejection are exhausted, whichever is later.

An Applicant shall be determined eligible on the basis of all other HCVP criteria before eligibility is determined on the basis of CORI.

5.8 Required Release Forms

All Adult Family members will be required to execute the following releases of information or sign information forms as appropriate:

(i) The single standard **Release of Information** form that is to be signed by the Applicant and each adult Family member;

(ii) Non-Citizen Rule– Verification of Consent for all Family members;

(iii) One copy of the **CORI Release of Information** form advising the Family member that CORI will be used on all persons fourteen (14) and over; and

(iv) The **Privacy Act Notice**.

Note: Refusal to sign these forms or other documents required to process the application, complete Recertification, or conduct screening will result in the withdrawal of the application or termination of the subsidy. The BHA has discretion to determine what constitutes adequate and credible documentation. If staff has doubts about the veracity or reliability of information received, they may examine alternative methods of verification with the Applicant or third parties until they are satisfied that the documentation is reliable or that reliable documentation is unattainable. The BHA will not offer housing to an Applicant who has failed to provide requested documentation or to identify sources who can provide documentation which demonstrates the ability of the Family to comply with the essential obligations of the Lease or meet other eligibility requirements.

5.9 Briefing Session

If the Applicant is determined eligible for the HCVP, the BHA will provide a letter inviting them to a briefing session.

If the Applicant is ineligible, the BHA will give them a letter stating the reason for ineligibility and informing the Family of their right to request an informal review of the determination or a reasonable accommodation. The letter will also include a description of the process for obtaining such a review. Failure to attend the briefing session will result in withdrawal from the waiting list.

5.9.1 Issuing Vouchers

At the briefing session, the BHA will issue the Family a Voucher. The size of the Voucher will be in accordance with the BHA Subsidy Standards.

5.9.2 Conducting Briefing Sessions

The BHA will provide briefing sessions when necessary. Applicants may supply their own interpreter, but the BHA will take reasonable steps to assure meaningful access by Disabled Persona and persons with limited English ability in accordance with section 1.3.4 of this Administrative Plan. At the briefing session the Voucher will be issued to the Family. The instructor will orally brief the Family and supply them with an information packet regarding the rules of the program.

(a) ***Oral Briefing***. When the BHA selects a Family to participate in a tenant-based program, the BHA will give the Family an oral briefing. The briefing must include information on the following subjects:

(1) A description of how the program works;

(2) Family and Owner responsibilities; and

(3) Where the Family may Lease a Unit, including renting a dwelling Unit inside or outside the BHA Jurisdiction;

(4) For a Family that qualifies to Lease a Unit outside the BHA Jurisdiction under Portability procedures, the briefing must include an explanation of how Portability works. The BHA may not discourage the Family from choosing to live anywhere in the BHA Jurisdiction, or outside the BHA Jurisdiction under Portability procedures;

(5) If the Family is currently living in a high poverty census tract in the BHA's Jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families;

(6) In briefing a Family that includes any Disabled person, the BHA must take appropriate steps to ensure effective communication in accordance with 24 C.F.R. § 8.6.

(b) ***Information packet***. When a Family is selected to participate in the program, the BHA will give the Family a packet that includes information on the following subjects:

(1) The term of the Voucher, and BHA policy on any extensions or suspensions of the term. If the BHA allows extensions, the packet must explain how the Family can request an extension;

(2) How the PHA determines the amount of the Housing Assistance Payment for a Family, including:

(i) How the PHA determines the Payment Standard for a Family; and

(ii) How the PHA determines the Total Tenant Payment for a Family.

(3) How the BHA determines the maximum rent for an assisted unit;

(4) Where the Family may Lease a Unit. For a Family that qualifies to Lease a Unit outside the BHA Jurisdiction under Portability procedures, the information packet will also include an explanation of how Portability works and the list of city of towns that the BHA services;

(5) The HUD-required "tenancy addendum" that must be included in the Lease;

(6) The form that the Family uses to request BHA approval of the assisted tenancy, and an explanation of how to request such approval;

(7) A statement of the BHA policy on providing information about a Family to prospective Owners;

(8) BHA Subsidy Standards, including when the BHA will consider granting exceptions to the standards;

(9) The HUD brochure on how to select a unit;

(10) Information on federal, State and local fair housing and equal opportunity laws, a copy of the housing discrimination complaint form and the phone number for the Fair Housing Complaint Hotline(currently 1-800-669-9777 or TTY 800-887-8339 for persons with hearing or speech impairments);

(11) A list of landlords or other parties known to the BHA who may be willing to Lease a Unit to the Family, or help the Family find a Unit;

(12) Notice that if the Family includes a Disabled Person, the Family may request a current listing of accessible units known to the BHA that may be available;

(13) BHA informal hearing procedures. This information must describe when the BHA is required to give a Participant the opportunity for an informal hearing; and

(14) The BHA Family Break-Up Policy and the Residual Family Policy.

CHAPTER 6: Denial of Voucher and Applicant Appeals

6.1 Denial of a Voucher

6.1.1 Definitions

(a) **Denial** means a BHA action which denies listing on the BHA waiting list, denying or withdrawing a Voucher, refusing to enter into a HAP Contract or approve a Lease or refusing to process or provide assistance under Portability procedures.

(b) **Drug Related Criminal Activity** means:

(i) The manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell or distribute a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802);

(ii) The use or possession (other than with intent to manufacture, sell or distribute) of a controlled substance, except that such use or possession must have occurred within one year before the date that the PHA provides notice to an Applicant to deny Admission pursuant to 24 C.F.R. § 982.553.

(c) **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 to be reasonably likely to cause, serious bodily injury or property damage.

(d) **Denial Due to Domestic Violence.** The BHA will not deny the assistance of a Family solely for the reason of being a victim of Domestic Violence, Stalking, Sexual Assault, or Dating Violence, unless there is an actual or imminent threat to other tenants or those employed at or providing service to the property if that tenant is not denied the assistance. See also section 1.2.5.

6.1.2 Mandatory Denial

The Family must be denied a Voucher, even if they are otherwise eligible:

(a) If any Family Member fails to sign and submit Consent forms for obtaining information in accordance with this Administrative Plan and 24 C.F.R. part 5, subpart B and F.

(b) If any Family Member fails to submit required evidence of citizenship or eligible immigration status (or non-contending forms) in accordance with 24 C.F.R. part 5, subpart F and Section 5.6 of this Administrative Plan.

(c) If any Family Member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the Premises of federally assisted housing, the BHA will permanently prohibit Admission to the Section 8 program.

(d) If any Family Member is subject to a lifetime registration requirement under a State sex offender registration program in Massachusetts or any other State.

(e) If any Family Member has been evicted from federally assisted housing within the last three years for Drug Related Criminal Activity. However, the BHA may admit the Family if the BHA determines:

(1) That the evicted Family Member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program.

(2) That the circumstances for leading to eviction no longer exist (for example, the criminal Family Member has died or is serving a lengthy prison term).

(f) If the Family member is currently engaged in illegal use of a drug.

(g) If the BHA determines that there is reasonable cause to believe that a Family member's 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.

(h) If the BHA determines that it has reasonable cause to believe that a Family member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the Premises by other residents.

6.1.3 Discretionary Denial

The BHA <u>may</u> deny a Family a Voucher, even if they are otherwise eligible, if any Family member:

(a) ***Owes uncollected rent and/or miscellaneous charges,*** such as, court costs, constable fees, or other related fees arising during the Applicant's receipt of benefits from any program administered by the BHA or Other Publicly Assisted Housing Program.

(b) Has failed to reimburse the BHA or another PHA for rent or any other amount paid to an Owner under a contract or Lease provision;

(c) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any state or federal housing assistance program; (See also 4.2)

(d) Has violated any Family obligation under the Section 8 Program as stated in 24 C.F.R. § 982.551 or listed in section 13.5.2;

(e) Has breached an agreement to repay a debt to the BHA;

(f) Any Family member is currently engaged in, or has engaged in during a reasonable[16] time before the Admission:

(1) Drug Related Criminal Activity;

(i) The BHA may not deny assistance due to use or possession of a controlled substance by a Family member if the Family member can demonstrate that s/he has an addiction, has a record of an addiction, or is regarded as having an addiction to a controlled substance, and is recovering or has recovered from such addiction and does not currently use or possess a controlled substance. The BHA may require a Family member who has engaged in the illegal use of a controlled substance to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the Unit (see also section 6.1.5(c)).

(2) Violent Criminal Activity;

(3) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the Premises by other residents or persons residing in the immediate vicinity; or

(4) Other criminal activity which may threaten the health or safety of the Owner, property management staff, or persons performing a contract administration function on behalf of the BHA (including a BHA employee or a BHA contractor, subcontractor, or agent).

(g) Has engaged in or directed abusive, threatening or violent behavior toward BHA personnel;

[16] For the purposes of this provision, reasonable will depend on the individual circumstances.

(h) Has been evicted from federally assisted housing in the last five years; or

(i) If a PHA has ever terminated assistance under the program for any member of the Family.

6.1.4 Denial of Eligibility and Notice to Applicant

(a) O*pportunity to Mitigate criminal record prior to denial of eligibility*. If the BHA would otherwise deny Admission based upon information contained in an accessed criminal record, the BHA will give the Applicant Family an opportunity to mitigate or dispute the accuracy and relevance of that record in accordance with 24 C.F.R. § 982.553(d). See also section 6.1.5.

The BHA will notify the Applicant of the proposed denial and provide the subject of the record and the Applicant a copy of such information, and an opportunity to dispute/mitigate the accuracy and relevance of the information. The BHA will send the Applicant a letter offering the Applicant the opportunity to provide information by mail to dispute, resolve, or mitigate the criminal record information. The BHA will also provide the Applicant and the subject of the criminal record with a copy of the criminal record and let the Applicant know which portion of the record appears to make the Family ineligible. Upon receipt of additional information from the Applicant, the BHA will review the information and inform the Applicant of the decision. (See also section 5.7 for more information on criminal record reports)

(b) *Notice of Denial to Applicant.* When the BHA determines, based on a preponderance of the evidence, that an Applicant Family is ineligible for one of the reasons stated above, the BHA will notify the Applicant in writing that the BHA is denying assistance for the program. The BHA will notify the Applicant of the reason for the decision and the information relied upon in reaching the decision. The notice will include:

(1) The ground(s) for denial;

(2) That the Applicant has twenty (20) days, or thirty (30) days for action taken under HUD non-citizen rule cases, to request in writing an informal review with the BHA to review denial;

(3) That the Applicant shall have a right at the informal review (see section 6.2) to review their file at the review or prior to the review, to present a defense to the adverse information, present evidence or information which might warrant an approval for Section 8 Assistance;

(4) That if an Applicant believes the adverse information is incorrect and wishes to pursue modification or correction of the criminal record, (s)he can request that the BHA keep the Applicant's application open for 90 days for such purpose;

(5) That the Applicant has a right to request that the BHA consider a Reasonable Accommodation in evaluating said Applicant's eligibility if (s)he is disabled or handicapped as defined in 29 U.S.C. § 706(8)(B) or other applicable law.

(c) *Withdrawal*. If an Applicant is deemed ineligible for the Section 8 Program, they will be withdrawn from all Section 8 waiting lists.

6.1.5 Consideration in Certain Denials

(a) *Consideration of circumstances generally*. The BHA has the discretion to consider all of the circumstances in each case including, but not limited to, the seriousness of the offense, the extent of the criminal history, the extent of participation by Family members, and the effects that denial will have on Family members not involved in the alleged activity.

(b) *Reasonable Accommodation*. The BHA shall consider a request for Reasonable Accommodation by an Applicant who has a disability or handicap, has a record of a disability or handicap, or is perceived as having a disability or handicap. The BHA will follow its Reasonable Accommodation Policy to determine whether or not an Accommodation should be made for an Applicant who is a Disabled Person.

(c) *Mitigating Circumstances*. The BHA shall consider mitigating circumstances such as active participation in, or completion of, a supervised drug treatment program.

(d) *Admission of a portion of the Family*. The BHA may, in its discretion, admit only a portion or certain members of the Family to the HCVP, if there is sufficient evidence that the Family member who engaged in the alleged activity will not reside in the Unit or if the Head of Household certifies that the Family Member who engaged in the alleged activity will not reside in the Unit.

(e) *Project based vs. tenant-based assistance*. The BHA may consider whether the Applicant is to receive project based assistance, which has as one of its components supportive services that may be appropriate for the Applicant.

(f) *Domestic Violence.* The BHA may consider an incident or incidents directly related to Domestic Violence, Dating Violence, Stalking, or Sexual Assault as mitigating circumstances when the incident or incidents of Domestic Violence, Dating Violence,

Stalking, or Sexual Assault is directly related to the reason for denial.

6.2 Informal Reviews for Applicants

6.2.1 Right to an Informal Review

Applicants who are determined Ineligible for Admission, issued a Notice of Withdrawal, or denied Priority status or Preference(s) by the BHA will be sent a notice that:

(a) Informs the Applicant of the reason(s) for Ineligibility, withdrawal or denial of Priority status or Preference(s);

(b) Advises the Applicant of his/her right to contest the decision in an informal review provided a written request for a hearing is received within twenty (20) calendar days of the date the Notice of Denial is issued. The request must be in writing and must state clearly the basis for requesting the informal hearing and be sent to the address provided on the notice;

(c) Advises the Applicant of his/her right to contest the CORI information in accordance with Federal and/or State law if that is the basis for determination of Ineligibility;

(d) Advises the Applicant that if s/he has a disability, not previously disclosed, that the disclosure of such condition would lead to the consideration of Mitigating Circumstances and/or a Reasonable Accommodation, if related to the disability. Advises the Applicant that if s/he requests a Reasonable Accommodation at the time of or after requesting an informal hearing, the hearing officer will make the decision regarding the accommodation;

(e) Advises the Applicant that if s/he has been the victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, that such situations could be considered as Mitigating Circumstances if they are directly related to the negative information. Advises the Applicant that if s/he requests consideration of Mitigating Circumstances at the time of or after requesting an informal hearing, the hearing officer will make the decision regarding the circumstances;

(f) Provides a description of BHA's informal review process and advises Applicants that they have the right to be represented by an attorney or other individual at the informal review, review the contents of their file in advance of the hearing, and the right to submit additional documents and evidence and to testify at the review;

(g) The hearing officer may consider mitigating circumstances or a reasonable accommodation presented at the hearing when determining whether or not to deny the assistance of an applicant.

6.2.2 Hearing Procedures

(a) Time to Request an Informal Review

The time to request an informal review shall be twenty (20) days from the date of notice of withdrawal, denial of assistance to the Family, denial of Priority and/or Preference, denial of a place on the appropriate waiting list, or denial of issuance of a Voucher, except in Non-Citizen Rule cases where the time period shall be thirty (30) days from the date of the notice of denial of assistance for any Family member. The BHA will grant a request for a hearing when an Applicant submits a late request, together with evidence of compelling circumstances that prevented the Applicant from requesting a hearing within the twenty (20) days. Late requests will be considered by the Administrator of Grievances and Appeals or his/her designee for thirty (30) days beyond the initial appeal period. ,

(b) Scheduling the Informal Review

When the BHA receives the Applicant's written request the Department of Grievances and Appeals ("DGA") will schedule an informal review. The DGA will notify the Applicant in writing of the date, time and place of review. The BHA will send the notice to the Applicant's address of record. The notice shall also restate the Applicant's rights to present evidence and testify, review his/her file, request a Reasonable Accommodation or interpreter and right to be represented by an attorney or other individual at the hearing. The review shall be held at a convenient time and at an accessible location for applicant and the BHA. If an Applicant requests an Reasonable Accommodation that pertains to the how the hearing itself will be conducted the DGA Administrator will decide the accommodation request. If an Applicant requests a Reasonable Accommodation that pertains to the underlying decision, the request will be forwarded back to the Department for review. All requests will be processed in accordance with the BHA Reasonable Accommodation policy.

c) *Default and Rescheduling.* The DGA will issue a Default if the Applicant does not appear in the DGA within 15 minutes of the scheduled time and did not submit a written request to reschedule prior to the hearing. A hearing maybe rescheduled once for any reason without verification, provided that a written request is submitted on or before the date of the hearing. Second and subsequent requests must be supported by evidence of compelling circumstances that would prevent the applicant from attending. Reschedule requests submitted after the hearing date must be submitted within 30 days of the hearing date and must be supported by evidence of compelling circumstances that

prevented the applicant from attending and, if applicable, prevented the Applicant from submitting a request to reschedule prior to the hearing date. The Applicant will be withdrawn from the waiting list if the Applicant does not attend the informal review and did not attempt to reschedule.

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(d) Compelling Circumstances – when analyzing whether or not a applicant's reasons for requesting a late hearing or failing to attend a hearing are compelling, the Grievances and Appeals Administrator or his/her designee will consider the written facts or circumstances submitted by the applicant together with any documentary evidence in support of his/her request. The determination will be based on the following factors: (1) How quickly the applicant has attempted to remedy the request/default; (2) the nature of the applicant's explanation; (3) whether or not the applicant could have prevented the untimeliness; (4) whether or not granting a late hearing/removing default would produce a harsh or unfair result. ***Please Note the review will be based solely on the documents submitted, no hearing will be scheduled to determine compelling circumstances***.

Failure to receive the adverse notice or hearing notice will not be considered a compelling circumstance if the applicant did not receive the notice because of his/her failure to give the BHA the correct and most current address.

6.2.3 Applicant Rights during the Informal Review

During the hearing, the BHA will put forth its evidence in support of a determination of Ineligibility, Withdrawal, or denial of Priority status or Preference(s). The Applicant will have an opportunity to present evidence and testimony rebutting the basis for the BHA's determination.

6.2.4 Due Process Requirements

The informal review will conform to the following due process requirements:

(a) An employee of the BHA who did not participate in the original decision must conduct the review.

(b) The hearing officer must base the decision solely on evidence presented at the hearing as well as any evidence previously received by the BHA. All evidence submitted at the hearing shall

be considered de novo, and the matter shall not be remanded to the Leased Housing Division or Occupancy Department for reconsideration due to submission of new evidence.

(c) The Applicant and/or his/her representative has a right to inspect the file prior to the review, provided the Applicant provides BHA with written authorizations permitting the representative to have access to the contents of the Applicant's file and/or CORI.

(d) Either the Applicant or the BHA may request after close of the review that the record remain open for a reasonable time for submission of new evidence. At the discretion of the hearing officer, the date may be only extended for good cause (such as the inability of the Applicant for reasons outside his/her control to provide a particular document by the requested date). Written notice of the record being held open, the cause for an extension if any, and the date the record will close will be given to the Applicant and kept in the BHA case file.

6.2.5 Informal Review Decisions

After the informal review, all Applicants will be sent an "**Informal Review Decision**" from the BHA hearing officer. This notice shall:

(a) Provide a summary of the review;

(b) Provide the decision of the hearing officer, together with findings and determination;

(c) Provide an explanation of the regulations and/or other applicable provisions utilized in making the decision;

6.2.6 Reversal of BHA's Determination of Ineligibility

If the BHA ***reverses*** the determination to deny the Applicant assistance or Priority or Preference status, the application will return to its appropriate place on the waiting list(s) for all programs previously selected by the Applicant. The BHA will restore the status or position in accordance with the determination.

6.2.7 Confirmation of the BHA's Determination of Ineligibility

(a) If the decision or an appeal ***upholds*** the determination of Ineligibility the Applicant may submit a new application for admission at a time when a waiting list is open but no earlier than eighteen (18) months after the after the initial determination of ineligibility by Leased Housing. This period of time may permit the Applicant and/or Household Member to correct the behavior or situation that resulted in rejection. A shorter period, as determined by the Authority, to be appropriate under the

circumstances of the rejection, or any new Application, may be allowed.

(b) Applicants who are withdrawn may submit a new Application at any time provided a waiting list is open.

(c) Applicants denied Priority Status, Preference(s), or Reasonable Accommodation may re-apply for the same or a different Priority or Preference at any time provided a waiting list is open except as provided for in this policy.

CHAPTER 7: FINDING AND LEASING APPROVABLE HOUSING

7.1 Searching for Housing

The Housing Choice Voucher (Voucher) is the Family's authorization to search for housing. The Family receives the Voucher after the BHA selects the Family from the waiting list, determines the Family's eligibility for assistance, and conducts the program briefing. Upon issuance of a Voucher, the housing search process begins. Once the Family selects a potential Apartment, the BHA begins its process of approving or denying the assisted tenancy.

The Leasing Officer will refer a Family to special BHA housing counseling programs, if available, and non-BHA housing search assistance as appropriate. The BHA will make an Apartment listing and maps of Boston available at its central office located at 52 Chauncy St. and online at www.bostonhousing.org

7.1.1 Assisting the Family in Responding to Suspected Discrimination

When the Family believes it may have been discriminated against while attempting to find or lease a Unit, the Leasing Officer will instruct the Family to complete the HUD Discrimination Complaint Form and also file a complaint with the Massachusetts Commission Against Discrimination ("MCAD"). The BHA provides both forms to all Applicants at their briefing session. If necessary, the Leasing Officer will help the Family to complete the required discrimination forms. The Leasing Officer may also refer the Family to the BHA Office of Civil Rights for assistance in filing a discrimination complaint. Finally, the Family will be provided with the address and phone numbers of agencies which may be able to provide legal assistance including, but not limited to: Greater Boston Legal Services, the Lawyers Committee for Civil Rights, and the Greater Boston Fair Housing Center.

7.2 Voucher Term

7.2.1 Term Length

A Voucher has an initial term of 120 days. The term of the Voucher is the amount of time that a Family has to find approvable housing. Vouchers will expire 120 days from the date of the issuance unless the BHA suspends or extends the term of the Voucher. See sections 7.2.4 and 7.2.5. The Voucher will state the expiration date.

7.2.2 Expiration

The Voucher expires automatically on the date indicated on the Voucher unless the Voucher term changes due to an extension or suspension. See section 7.2.4. The initial Voucher states the expiration date

7.2.3 Withdrawal

The BHA may withdraw the Family's Voucher at any time if the BHA finds that the Family violated any of the Family obligations as listed in 24 C.F.R. § 982.551 or section 13.4 of this Administrative Plan.

7.2.4 Voucher Suspension Policy

For the purposes of this section Suspension or Tolling means that the term of a Voucher does not continue to run when a Family submits the Request for Tenancy Approval ("RTA") until the time the BHA approves or denies the request, or the RTA expires.

The RTA will expire if the Owner does not schedule an inspection appointment within sixty (60) days from the date the RTA is received by the BHA Inspection Department. The Suspension time will accrue until the RTA is no longer valid. The BHA will process one RTA per Family at a time. A Family may withdraw a RTA at any time. The BHA will notify the Family in writing of the new expiration date and the Suspension calculations by sending the Family an Agency Determination Form.

Suspension Example:

i. Voucher issued: May 1; Expiration date: August 31

ii. Family submits the RTA: May 15

iii. BHA denies the RTA: May 24 (Tolling/Suspension Time: 9 days)

iv. New Voucher expiration date: September 9

(a) *Calculation of new term*. If the Voucher was suspended because the Voucher holder submitted a RTA that is no longer valid, the Leasing Officer will use the Agency Determination Form to notify the Voucher holder in writing of the new Voucher expiration date. The BHA calculates the new expiration date by adding the number of days between the date the RTA was submitted and the date the RTA became invalid to the initial expiration date.

(b) *Additional suspension time for repairs to the Unit,* If a Family submits a RTA, but the Apartment fails inspection and the Owner needs more time to bring it up to acceptable condition, or if the Apartment cannot be inspected immediately (e.g.; if the Apartment is being rehabilitated), the Inspections Department will give the Owner 30 days to make repairs. The BHA has sole discretion to decide if such additional time shall be granted.

(c) If a Family submits a Request for Reasonable Accommodation the BHA will toll the voucher in accordance with the above calculation from the time the request is received until the Leased Housing Department issues a determination of the request.

7.2.5 Extension of Search Time

(a) *Generally*. A Family may apply for an extension by notifying the BHA in writing that they require more time to search for an Apartment. The BHA shall use its discretion to grant a Family requesting an extension of their Voucher term. The BHA will not grant a Voucher extension after the initial Voucher term expires. The BHA will give the Family written notice of an extension and the new expiration date by using the Agency Determination Form.

(b) *Circumstances for extension*. The BHA may grant extensions under each of the following non-exhaustive list of categories as circumstances warrant:

(1) The Voucher Holder was not able to actively search for housing due to extenuating circumstances beyond the control of the Voucher Holder (such as fire, flood, or other natural disaster, or death in the Family that required that the Voucher Holder travel out of the state). If these circumstances are verified, the BHA will extend the Voucher term for the number of days that the Voucher Holder was unable to actively search for housing;

(2) A Voucher Holder suffered from severe medical difficulties, an unexpected illness or hospitalization (including entering a rehabilitation program). If these circumstances are verified, the BHA will extend the Voucher term for as many days as an Applicant was hospitalized, in a rehabilitation center, or incapacitated due to illness;

(3) The Family needs and requests an extension of the initial Voucher term as a Reasonable Accommodation for an individual with a disability or handicap as defined under applicable federal or state law. Under these circumstances, the BHA may extend the Voucher term for a reasonable number of days, as determined by the BHA.

(4) If the Voucher Holder was not able to actively search for housing due to incident(s) of Domestic Violence, Dating Violence, Stalking, or Sexual Assault. Under these circumstances, the BHA will extend the Voucher term for a number of days equal to the amount of time the Voucher Holder was not able to search for housing.

(5) If the Voucher Holder has a change in family composition that effects the size of the Voucher. The BHA may extend the term of the voucher at its discretion.

(c) *Pending discrimination action*. In cases of alleged discrimination in which the Family has filed a complaint with HUD, MCAD, or a municipality's Fair Housing Commission, or has filed a

discrimination complaint in court, the BHA will extend the Family's Voucher for an additional one hundred and eighty (180) days pending resolution of the matter or a finding of probable cause.

7.3 Requests for Tenancy Approval

7.3.1 Intake of Requests

The Family must submit the Request for Tenancy Approval ("RTA") and Rent Roll forms to their Leasing Officer. The Head of Household and the Apartment Owner or the Owner's authorized agent must sign these documents. The BHA will only accept and process one RTA per Voucher Holder at a time.

7.3.2 BHA Leasing Schedule

The BHA will have a leasing schedule which will indicate to the Owner and the Family what date a Lease, inspection approval, and all required HUD paperwork must be completed, so the Family can be leased up the following month. The BHA has discretion to make exceptions to the leasing schedule where the Family provides proof of extenuating circumstances.

7.3.3 Providing Information to Prospective Owners

Upon request, the BHA will provide the prospective HCVP Owner with the following information provided that the Family signs an authorization of release of information form:

(a) the Family's current and prior address as shown in BHA records; and

(b) the name and address (if known to the BHA) of the Owner at the Family's current and prior address;

This information will only be provided when an authorization for the release of information is completed and signed by the Participant. Requests for this information are submitted together with the Request for Tenancy Approval. This request will indicate the Owner's name and the address to which the BHA must send the information. This information will not be given over the telephone.

The BHA does not screen tenants with respect to their Family history or suitability for tenancy. Screening is the responsibility of the Owner.

7.3.4 Disapproval of Owners

(a) The BHA must not approve an assisted tenancy if the BHA has been informed that the Owner has been debarred, suspended or subject to limited denial of participation under 24 C.F.R. part 24.

(b) When directed by HUD, the BHA must not approve an assisted tenancy if:

(1) The Federal Government has initiated an administrative or judicial action against the Owner for violation of the Fair Housing Act or other Federal equal opportunity requirements or if such action is pending.

(2) A court or administrative agency has determined that the Owner has violated the Fair Housing Act or other federal equal opportunity requirements.

(c) The BHA may use its discretion to deny approval of an assisted tenancy for any of the following reasons:

(1) The Owner has violated obligations under a HAP Contract;

(2) The Owner has committed fraud, bribery, or any other corrupt criminal act in connection with any federal housing program;

(3) The Owner has engaged in any Drug Related Criminal Activity or any Violent Criminal Activity;

(4) The Owner has a history of non-compliance with HQS (chronic sub-standard conditions) for units Leased under the tenant-based programs, or with applicable housing standards for units Leased with project-based Section 8 assistance or Leased under any other federal housing program;

(5) The Owner has failed to terminate the tenancy or notify the BHA of the termination of a tenant's units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the Household, a guest or another person under the control of any member of the Household that:

(i) Threatens the right to peaceful enjoyment of the Premises by other residents; or

(ii) Threatens the health or safety of other residents, of employees of the BHA, or of Owner employees or other persons engaged in management of the housing; or

(iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the Premises; or

(iv) Is Drug-Related Criminal Activity or Violent Criminal Activity.

(6) The Owner has a history or practice of renting units that fail to meet State or local housing codes, or;

(7) The Owner has not paid State or local real estate taxes, fines or assessments.

(d) The BHA must not approve a Unit if the Owner is the parent, child, grand-parent, grandchild, sister, brother, of any member of the Family, unless the BHA determines that approving the Unit would provide a Reasonable Accommodation for a Family member who is a Disabled Person. This restriction applies at the time a Family initially receives tenant-based assistance for occupancy of a particular Unit, but does not apply to BHA approval of a new tenancy with continued tenant-based assistance in the same Unit.

(1) In cases where the Owner and a prospective tenant Family member bear the same last name, the BHA may, at its discretion, require the Family and or Owner to verify (i.e. birth certificates, marriage license etc.) that they are not related to each other in any way.

(e) Nothing in this section is intended to give any Owner any right to participate in the program.

(f) For the purposes of this section an Owner includes a principal or other interested party with respect to the Unit.

7.4 Preparing the HAP Contract and Lease

7.4.1 Determinations and Verification

(a) Upon inspection approval and acceptance of the negotiated rent amount, the Leasing Officer will do the following:

(1) Designate the Lease initiation date in accordance with the BHA Leasing Schedule (see section 7.3.2);

For example: For a Lease initiation date of February 1st the BHA must receive an Inspection approval on or before January 3rd. If the inspection approval is received after January 3rd, then the Lease initiation date will be March 1st.

(2) Make sure the correct "Utility Allowance" was provided on the Rent Approval Form and the Family's share of the rent and utilities;

(3) The Leasing Officer will encourage the Owner to use the BHA's HCVP model Lease. The HCVP model Lease is available on the BHA web site www.bostonhousing.org). If the Owner chooses not to use the BHA HCVP model Lease then he must submit a private market Lease in accordance with section 7.4.2 of this Administrative Plan.

7.4.2 Variations from the BHA Model Lease

(a) *Amendments to the Model Lease*. Variations from the BHA Model Lease must be in a written, standard form used by the Owner in the locality, must comply with state and local law (unit Owners will certify to this by signing the required HAP Contract), and apply to the unassisted tenants in the same property. Amendments are subject to the approval of the BHA.

(b) *Private Market Leases*. If an Owner chooses to use his or her own Lease or to include additional Lease terms, the Administrator or his or her designee will review the documents to ensure they are in accordance with state and local laws. Use of a private market lease is subject to BHA approval. A Private Market Lease must comply with the Attorney General's landlord-tenant regulations.

The Participant or the Owner must provide Private Market Lease to the BHA at the time the Participant gives the BHA the "Request for Tenancy Approval."

The HUD Tenancy Addendum must be executed and attached to all Leases.

The BHA private market lease rider will be attached to all private market leases to establish that the Lease will continue in month to month successive terms after the initial term stated in the Lease. The lease may not be terminated without cause even when the lease becomes a month to month agreement.

In accordance with federal regulations, the Owner's standard form Lease must include:

(1) The names of the parties;

(2) The term of the Lease;

(3) Which utilities and appliances are supplied by the Owner and which are supplied by the Family;

(4) If any security deposit is collected and the amount of any such security deposit; and

(5) Any additional document(s) required by the BHA, if applicable

7.4.3 Signing the HCVP HAP Contracts

(a) *Lease and Contract*. The Head and Co-Head of Household and the Owner must sign the Lease and a HUD Tenancy Addendum. The Owner must sign a HAP Contract with the BHA. 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. See also, Chapter 18 for the Definition of an Emancipated Minor.

(b) *Proof of Ownership*. The Owner must provide proof of Ownership (as filed in the Commonwealth of Massachusetts Registry of Deeds) of the assisted Unit. If the deed is over ten (10) years old, the BHA will require that the Owner supply a current tax bill. Any Owner who has recently purchased the property must provide a certificate or letter prepared by and from an attorney present at the closing, certifying the date, time and instrument number of filing at the applicable Registry of Deeds. The Owner must also execute the HAP Contract and the Owner/Agent Data Form.

(1) The BHA may use its discretion to accept other legal documents as proof of Ownership.

(c) The BHA must request from the Owner, a copy of the Owner's IRS Form W-9, Request for Taxpayer Identification Number and certification, for IRS reporting purposes. IRS Form W-9 asks for the Owner's name, the business name and address, and the taxpayer identification number. The BHA uses the information obtained from the Form W-9 to report to the IRS the amount of income it has paid to Owners (in the form of Housing Assistance Payments). The BHA uses the IRS Form 1099 for this purpose.

Chapter 8: Rent

8.1 Commonly Used Rent Terms

Adjusted Annual Income - Annual Income of all Family members, as verified by the BHA, after deductions, exceptions and exclusions are made with respect to each of the members of the Family to determine initial and continued program eligibility.

Assisted Unit- For the purposes of determining rent reasonableness, units assisted under a Federal, state or local government program will be considered assisted. In addition units where rents and/or rent increases are controlled or restricted by law or a court order, (so long as the law or court order does not apply to voucher participants); units occupied by tenants on the date of an eligibility event for a housing conversion action who do not receive vouchers are considered assisted if the owner chooses to continue below market rents to those families by offering lower rents or other rent concessions to the impacted families; and, owners of multifamily properties that underwent a Housing Conversion action prior to PIH notice 2010-51 may also qualify as assisted units (See PIH Notice 2011-46)..

Contract Rent - The monthly rent payable to the Owner under the Lease and any amendments. The Rent to Owner also covers payment for any housing services, maintenance, and utilities that the Owner is required to provide and pay for.

Gross rent - The sum of the rent to the Owner plus any utility allowances.

HAP Contract – The contract that governs the monthly assistance paid by the BHA to the Owner.

Monthly Adjusted Income - One twelfth of Adjusted Annual Income.

Payment Standard - The maximum monthly assistance payment for a Family before deducting the Total Tenant Payment by a Family. For a Voucher tenancy, the housing authority sets a Payment Standard in the range from 90% to II0% of the current HUD FMR or at any exception Payment Standard amount approved by HUD.

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.

Tenant Share of Rent (Household Rent to Owner) - In the Voucher program, the portion of the monthly Rent to Owner paid by the Household. For calculation of Rent to Owner see 24 C.F.R. § 982.515(b).

Total Tenant Payment (TTP) - Total Tenant Payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of: 30% of the Family's Monthly Adjusted Income, 10% of the Family's Monthly Income, the minimum rent, or 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 an agency to meet the Family's housing cost, the portion of such payments which is so designated.

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 of approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other such services for the Unit by an energy-conservative Family of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

Utility Reimbursement - The amount, if any, by which the Utility Allowance for the Unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the Unit.

8.2 Determination of Contract Rents

Contract rent is the total rent to the Owner specified by the Lease and any amendments. The BHA may not approve a Lease until the BHA determines that the initial rent to the Owner is a Reasonable Rent. For purposes of determining whether or not an initial rent is reasonable, the BHA will not consider comparable units at the premises where a lease has been in effect for five (5) years or more. At all times during the assisted tenancy, the Rent to Owner may not exceed the Reasonable Rent as most recently determined or re-determined by the BHA in accordance with section 8.3 of this Administrative Plan.

8.2.1 Mandatory Redetermination

The BHA must re-determine the Reasonable Rent:

(a) Before any increase in the rent to the Owner; or

(b) If there is a five percent (5%) decrease in the published Fair Market Rent (FMR) in effect sixty (60) days before the anniversary of the HAP Contract (for the Unit size rented by the Family) as compared with the FMR in effect one year before the HAP Contract anniversary; or

(c) As directed HUD.

8.2.2 Permitted Redetermination

The BHA may re-determine the Reasonable Rent at any other time, in accordance with the language in the HAP Contract. The BHA may also re-determine the Reasonable Rent based on periodic surveys of rent in the City of Boston, its surrounding neighborhoods, and neighboring communities.

8.3 Reasonable Rent

The Reasonable Rent is a Rent to Owner that is not more than rent charged for comparable units in the private unassisted market and for comparable unassisted units in the premises.

The Reasonable Rent is the maximum amount the BHA may approve for the Contract Rent, even if the Family and the Owner agree to a higher rental amount.

The primary tool the BHA will utilize for the determination of Rent Reasonableness is GoSection8. GoSection8 incorporates ongoing real time data mining of open market rental data from hundreds of rental listing websites and newspapers. The data is harvested both electronically with proprietary technology, as well as manually by dedicated data analysts. The comparable database is updated daily, thus ensuring a current and accurate rent reasonable database.

Using mathematical modeling combined with a frequently updated database, the software is able to calculate a property's value at a specific point in time by analyzing values of comparable properties and meeting all of HUD's required factors.The rent reasonableness platform analyzes public record data, manually gathered data, market data and uses computer decision logic to calculate an estimate of a probable rental price of a residential property based on a requested date.

In conjunction with the GoSection8 software, the BHA determines Reasonable Rent by comparing the subject Apartment to similar Apartments in the private rental market in with a point system based on several factors of the individual Unit.

8.3.1 Point System

The BHA has established a point system to help assess the Reasonable Rent for each Unit. The BHA collects data on the Unit to be subsidized and assigns points to them using the nine factors listed below. The BHA may also collect these nine factors on a Private Market Unit when the data are available, due to the Private Market units being located in the subsidized property.

These point totals are used in determining a range for Reasonable Rent (exceptional, good, average, and below average) among the subsidized units. The BHA will use the point totals to place the best quality units on the high end of the established Reasonable Rent scale.

The weight the following factors have in determining Reasonable Rent varies depending on the conditions of the rental market. For example, in a tight rental market these factors will have less impact on determining the Reasonable Rent for a Unit.

Factors used in the point system are:

(a) Number of Bedrooms;

(b) Location (Street, Zip Code and Census Tract);

(c) Unit Type;

(d) Utilities (Types of fuels used and whether Owner supplied);

(e) Age of Structure;

(f) Quality (Overall assessment of the materials used such as kitchen cabinets, etc.);

(g) Amenities;

(h) On-Site Maintenance;

(i) Housing Services Available.

8.3.2 Assessment of Private Market Value Rents (Comparables)

The BHA determines a Reasonable Rent for the subject Unit by comparing it to the market information gathered in a similar area.

(a) In the private sector, market lease rents are typically based on location, bedroom size, and quality. However, the BHA gathers additional data when available. The data that the BHA collects includes:

(1) ***Location***: The geographical area or neighborhood of the subject Unit.

(2) ***Number of Bedrooms***: The number of bedrooms and the size of the overall Unit. A three-bedroom Unit would be compared to other similarly sized three-bedroom units.

(3) ***Quality***: The BHA rewards those Units that are higher quality by setting higher Reasonable Rent.

(4) ***Other relevant data upon availability****:* The BHA will also use any other relevant data, including but not limited to: amenities, housing services, age of structure, on-site maintenance, if available.

(b) The BHA collects data on the four factors listed above to compare the subsidized Unit to a private market Unit. The following, is a non-exhaustive list of some of the types of data that the BHA may use to assess the above listed factors:

(1) Certification supplied either by the Owner or manager including a rent roll of similar unassisted Units in the building,

(2) Copies of existing Leases of similar unassisted Units either in the building or the surrounding neighborhood, affidavits from realtors in the neighborhood providing the current rents,

(3) Internet resources (GoSection8).

(c) Weight of Comparison Data

When determining the Reasonable Rent, Private Market comparison data is used in the following preferential order:

(1) Data on the Units located in the same building or developments as the assisted Unit. The BHA will not consider the rent amount on any unit at the premises where a lease is in effect for five (5) years or more. However, the BHA will consider the owner's rent setting policies for these units when determining a whether rent increase is reasonable. For example, existing HCV tenants may not exceed the rents charged to unassisted tenants in comparable units who have been at the property for approximately the same amount of time.

(2) Data from GoSection8.

8.3.3 Owner certification of comparability

By accepting each monthly housing assistance payment from the BHA, the Owner certifies that the Contract Rent is not more than rent charged by the Owner for comparable unassisted Units in the premises. The Owner must give the BHA information requested by the BHA on rents charged by the Owner for other Units in the premises or elsewhere.

8.4 Maximum Initial Rent Burden

At the time the BHA approves a tenancy for initial occupancy of an Apartment by a Family with HCVP assistance, and where the Gross rent of the Unit exceeds the applicable Payment Standard for the Family, the Family Share may not exceed forty percent (40%) of the Family's Adjusted Monthly Income. See also 24 C.F.R. § 982.508.

8.5 Rent Exceptions

The BHA may approve an exception of up to 120% of the HUD SAFMR as a Reasonable Accommodation.

The BHA will request the HUD field office to approve an exception Payment Standard of more than 120% of the Small Area Fair Market Rent (SAFMR) if the exception is needed as a Reasonable Accommodation so that the HCVP is readily accessible to a Disabled Person in accordance with 24 C.F.R. parts 8 and 982. The BHA will apply to HUD for higher Payment Standards for neighborhoods when the BHA determines that exception Payment Standards are necessary to effectively administer its HCVP, and where such exception Payment Standard can assist Participants in leasing units outside areas of low income or Minority concentrations. Such rents must meet Reasonable Rent standards for comparable units. Any request for a Payment Standard exception over 120% of the HUD SAFMR must be made to the HUD central office located in Washington D.C.

8.6 Rent Increases

8.6.1 General Procedure and Policy

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

The Owner will send the initial rent increase request either to the Leasing Officer or directly to the Inspections Department, who will determine whether or not the requested rent is reasonable and advise the Leasing Officer of same. The Leasing Officer will then send the Participant the BHA Lease Amendment Form which advises the Participant of the new contract rent, BHA subsidy and Participant share of rent. If the BHA grants a rent increase the adjusted rent will be the lesser of:

(a) The Reasonable Rent as most recently determined by the BHA, or

(b) The amount requested by the Owner.

8.6.2 Participant Approval required after BHA Approval

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

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

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

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

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

(3) The Participant may request a Voucher to move to another Unit. The Participant must give thirty (30) days notice to the Owner and a copy of the notice to the BHA if the Participant intends to vacate the Unit, unless the owner has already given such notice.

8.6.3 The rent will not be increased unless:

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

(b) The Owner has complied with all obligations of the HAP Contract

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

8.6.4 Date of Rent Increase.

After all other conditions of this policy are met; the Contract Rent will only be increased for housing assistance payments commencing on the later of:

(a) The first day of the first month commencing on or after the initial Lease term; or

(b) At least sixty (60) days after the BHA and the Participant receives the Owner's request for a rent increase.

8.7 Written Notice of Rent Share Change

Before the BHA makes a change in the Rent Share, the BHA will notify the Participant and the Owner in writing. The notice to the Owner will only contain the

new rent and the date that it will be effective. The Notice of Rent Share Change to the Participant will contain the following information:

- The Contract Rent and the Tenant Share of Rent and the date it will be effective,
- The amount of Participant's Household income, Family Composition and other facts considered by BHA in determining the new rent,
- If the rent share results from Proration of the Family's subsidy because not all Family members are U.S. Citizens or have eligible immigration status, an explanation of the formula used to determine the rent share,
- The Family's right to request in writing an explanation of the basis of the BHA's determination and, to request in writing, an informal hearing if the Family still does not agree with the determination after the explanation,
- If the Family requests an explanation, BHA staff will confer with the Family, and shall provide the Family with a written notice of adjustments made to the original determination,
- The BHA will also notify the Family of their right to and the method of, calculation of rent and/or rent share.

8.7.1 Effective Dates of Rent Share Increases and Decreases

(a) **Rent Decreases** If a Family reports in writing a change in income within 30 days, a decrease in tenant share shall effective the month following the verified decrease in income. For example, if a Family reports a decrease in income on March 3 that resulted from a job loss on February 20, the change in tenant share shall be processed effective March 1.

If the family fails to report the change income within 30 days, the decrease in tenant share shall be made effective the month following the reported change.

(b) ***Rent increases*** will be effective the first day of the second month after BHA sends Participant a Notice of Rent Change. If a Participant fails to report a change which would have resulted in an increase in the tenant share of rent, the tenant share of rent shall be increased retroactively to the second month following the change had the reporting of income been timely. Increases in a Participant's share of rent due to a relocation to a new unit will be effective on the initial date of the lease term.

8.8 Tenant Share of Rent

8.8.1 BHA determination

(a) The Tenant Share of Rent is the portion of the Rent to Owner paid by the Family. The BHA determines the Tenant Share of Rent in accordance with HUD requirements and BHA procedures.

(b) Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the BHA to the Family and the Owner.

8.8.2 Total Tenant Payment

The Total Tenant Payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the Unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months. The TTP is the greater of:

(a) 30 percent (30%) of monthly adjusted income; or

(b) 10 percent (10%) of monthly gross income.

8.8.3 Minimum Rent – The BHA may adopt a minimum rent within the range as prescribed by 24 CFR 5.630. Minimum rent may be applied immediately (upon 30 days written notice) but no later than the participants next annual recertification following its implementation .

(a) Financial hardship exceptions: - A family may request and the BHA may grant exceptions to minimum rent requirements if the BHA determines that the family is unable to pay the amount due to financial hardship, unless the hardship is temporary. Financial hardship may include the following:

(1). Have lost eligibility or are awaiting eligibility determination for a federal, state or local assistance program, including a family having a noncitizen household member lawfully admitted for permanent residence and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;

(2) Would be evicted as a result of the imposing the minimum rent requirement;

(3) Experience income decreases because of changed circumstances including the loss of employment;

(4) have a death in the family; or

(5) have other circumstances as determined by the PHA or HUD

(b) Any requests made for a hardship exception will be reviewed and implemented by the BHA in accordance with the regulation as cited above.

8.8.4 Maximum Subsidy

The maximum subsidy the BHA can pay in the HCVP is the Payment Standard minus the TTP. The BHA sets a Payment Standard in the range from 90% to II0% of the current HUD Fair Market Rent or at any exception Payment Standard amount approved by HUD (potentially the Small Area Fair Market Rent for the applicable zip code). The maximum subsidy calculation is done at the time the Family is issued a Voucher. It is important for the Family to know the maximum the BHA will pay while searching for a Unit. The actual BHA subsidy can be calculated only after the family has selected an Apartment.

8.8.5 Tenant payment to Owner

(a) The Family is responsible for paying the Tenant Share of Rent (Total Tenant Payment minus the Utility Allowance).

(b) The amount of the tenant rent as determined by the BHA is the maximum amount the Owner may accept as payment from the Family. The Contract 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.

(c) The Owner may not demand or accept any rent payment from the tenant in excess of the Tenant Share of Rent as determined by the BHA. The Owner must immediately return any excess payment to the tenant.

(d) The Family is not responsible for payment of the portion of the Rent to Owner covered by the housing assistance payment under the HAP Contract. The Owner may not terminate the tenancy of an assisted Family for non-payment of the BHA housing assistance payment.

8.8.6 Limit of BHA responsibility.

(a) The BHA is responsible only for making housing assistance payments to the Owner on behalf of a Family in accordance with the HAP Contract. The BHA is not responsible for paying the Tenant Share of Rent, or for paying any other claim by the Owner.

(b) The BHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the Tenant Share of Rent or to pay any other claim by the Owner. The BHA may not make any payment to the Owner for any damage to the Unit, or for any other amount owed by a Family under the Family's Lease or otherwise.

8.8.7 Utility reimbursement

(a) If the amount of the Utility Allowance exceeds the Total Tenant Payment, the BHA shall pay the amount of such excess as a reimbursement for tenant-paid utilities (Utility Reimbursement) and the Tenant Share of Rent shall be zero. Note, utility allowances shall be calculated based on the lesser of the size of the dwelling unit actually leased by the family or the voucher size issued as determined by PHA subsidy standards.

(b) The BHA either may pay the Utility Reimbursement to the Family or may pay the utility bill directly to the utility supplier on behalf of the Family.

(c) If the BHA chooses to pay the utility supplier directly, the BHA must notify the Family of the amount paid to the utility supplier.

8.9 Error Correction

8.9.1 Mistake discovered after Lease signed.

If the BHA or the Participant discovers a mistake in the rent calculation after the Lease is effective and a correction will cause the Family an increase in rent, the Leasing Officer will notify the Family in writing thirty (30) days before making the adjustment. If the BHA or the Participant discovers the mistake after the Lease is effective and the correction reduces the Tenant Share of the Rent, the Leasing Officer will make the necessary correction effective retroactively. The Leasing Officer will notify the Family and Owner in writing of the error and the correction.

8.9.2 Retroactive only when BHA is at fault.

The BHA will only make a retroactive payment when the BHA is responsible for making a mistake. The BHA will not make retroactive payments when the Owner or the Family is responsible for intentionally or unintentionally withholding information.

Chapter 9: INSPECTIONS (Initial, Interim, and Annual)

The BHA must inspect an Apartment leased to a Family prior to the initial term of the Lease, and as required by Federal Regulation (i.e. annually or biennially) during assisted occupancy, and at other times as needed, to determine if the Apartment meets the Housing Quality Standards (HQS)[17] and Chapter II of the Massachusetts State Sanitary Code[18].

A thorough Unit inspection is required for the BHA to determine compliance with HQS and determine the Rent Reasonableness. See also Chapter 8.

HQS regulations include requirements for all housing types including single and multi-Family dwelling units, as well as specific requirements for Special Housing Types such as Single Room Occupancy ("SRO") and Shared Housing.

9.1 Inspection Performance Requirements

9.1.1 Generally

The BHA will perform inspections in accordance with Chapter II of the Massachusetts State Sanitary Code and the Housing Quality Standards ("HQS") prescribed by HUD. The inspector will also check for compliance regarding things including but not limited to: compliance with the Boston City Ordinance requiring smoke detectors, verify that the type of structure and utilities are accurately described on the RTA (if applicable), rate the quality of the Unit, measure the square footage of each room where necessary, and list all amenities and services as noted on the Housing Quality Addendum. HQS consists of the following thirteen performance requirements:

(a) Sanitary facilities;

(b) Food preparation and disposal;

(c) Space and security;

(d) Thermal environment;

(e) Illumination and electricity;

(f) Structure and Materials;

(g) Interior air quality;

(h) Water supply;

(i) Lead-based paint;

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[17] See 24 C.F.R. section 982.404
[18] See 105 CMR 410.000

(j) Access;

(k) Site and neighborhood;

(l) Sanitary conditions; and

(m) Smoke detectors.

9.1.2 Quality Control

The BHA will re-inspect a sample number of units to verify accuracy and consistency. The re-inspected sample will be selected from inspections that were completed in the previous three months and represent a cross section of neighborhoods and BHA inspectors. The BHA re-inspects 30 units plus 1 Unit for every 200 inspections (or part of 200) over 2000 inspections. See also 24 C.F.R. § 985.2-3.

9.2 Initial Inspections

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

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

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

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

9.2.1 Apartment cannot be inspected.

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

9.2.2 Deny Request for Tenancy Approval

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

9.2.3 Length of Validity (Initial Inspection)

If an Apartment passes initial inspection, the results are valid for a maximum of one hundred twenty (120) calendar days. The start date of the Assisted Lease must fall within this period. If the Lease term will start later than one hundred twenty (120) days after the Unit passed inspection, the Unit must be re-inspected and must pass inspection prior to the start of the HAP Contract.

9.2.4 Time Provided for Repairs

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

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

9.2.5 Inspection Notice Requirements

The BHA will notify the Family and Owner of the inspection results in writing.

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

9.2.6 Initial Inspection Failure

If the Apartment fails inspection for any reason, the Leasing Officer will notify the Family and Owner by sending them an Agency Determination Form. If the Owner is unwilling to perform the requested repairs, computation of the term of the Voucher will resume (see section 6.2.2 for more information on tolling). The Voucher holder must then submit another "Request for Tenancy Approval" before his/her Voucher or any Voucher expires.

If the Owner indicates that (s)he is willing to make the requisite repairs, the BHA shall exercise discretion with respect to the period within which the Owner must make repairs in order for the Voucher holder to execute a Lease for the Apartment.

9.3 Routine Inspections

The BHA will inspect occupied units at least biennially (every other year)

9.3.1 Scheduling Inspections (Routine)

The BHA Inspections Department schedules all inspections. The Inspections Department will inform the Owner and the Participant of the date of the inspection in writing.

The Inspections Department will ask the Participant to contact the Inspections Department to make other arrangements if the Apartment cannot be inspected at the assigned time.

The Inspections Department will mail a copy of the inspection report to the Owner on the first business day after the inspection. A copy of the inspection report will be provided to the Family if the report cites tenant caused violations, otherwise a copy is available upon request

9.3.2 Denial of Inspector's Access to Unit

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

(a) *Excuse for denied access.* If the Family denies the inspector access to the Unit after reasonable notice, the inspection Department will reschedule the inspection appointment if the tenant has a reasonable excuse for denying access to the Unit.

(b) *No Excuse for denied access.* If the Family denies the inspector access to the Unit after reasonable notice and the tenant does not give a reasonable excuse, the BHA will propose termination of the tenant's subsidy.

(c) *Denied access for a rescheduled appointment*. If the Family denies the inspector access to the Unit after reasonable notice for a second/rescheduled appointment the BHA will propose termination of the Family's subsidy.

9.3.3 Length of Validity

Once the Apartment has been inspected and approved, the approval shall be valid for a twelve (12) month period from the date of the routine inspection unless the inspection department conducts an interim re-inspection during the twelve (12) month period.

9.4 Interim Inspections

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

- The Apartment is still in acceptable condition; or

- The Owner or Family is meeting contractual and regulatory obligations to provide utilities and other services; or

- If an Owner or Family is violating other program rules.

9.5 Inspection Failure (Routine and Interim)

9.5.1 Time Parameters for Corrections of Inspections Violations

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

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

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

9.5.2 Stopping and Resuming Payments after Interim or Routine Inspection

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

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

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

9.5.3 Re-inspection (Follow-up inspection)

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

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

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

(b) *No Effort to Make Repairs*. If the inspector determines that the Owner made no effort to repair the previously cited item(s), the inspector will note this on his report and recommend to the Director of the Inspection Department that the BHA suspend subsidy payments to the Owner. If the Director approves the recommendation to suspend the subsidy, the Inspection Department will notify the Owner of the “Stop Payment” by mailing a letter.

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

The Inspection Department will then schedule a re-inspection date and notify the Owner in writing. The re-inspection will be within thirty (30) days of the notice to the Owner date. The BHA will send a copy of this letter to the tenant.

New violations in such a Unit, for purposes of scheduling re-inspection and imposing suspensions of subsidy payments, will be considered first time violations, unless the violations are deemed “serious” as examples in section 9.5.2(a)

9.5.4 HAP Contract Termination Criteria

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

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

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

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

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

(e) The BHA shall terminate the HAP Contract with an Owner who, after notification that a child under the age of six (6) residing in the Unit has an elevated intervention blood level of lead (EBLL) in his/her blood, fails to have the Unit (including the exterior and common areas) tested within fourteen (14) days by a licensed lead-based paint inspection company using an X-ray fluorescence analyzer (XRF machine). The BHA will also terminate the HAP Contract with an Owner of a Unit where a child under six (6) lives, after notification that the Unit common areas, or exterior of the building contains lead based paint, fails to have the Unit, common areas and/or exterior de-leaded within thirty (30) days.

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

9.5.5 Notice of Subsidy Termination

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

9.5.6 HQS Violations

See Chapter 13 for information on HQS violations by the Participant Family.

9.6 Lead Paint Policy

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

As used in this document, the term "EBLL" shall mean Elevated Blood Blood Lead Level, defined as a condition in which the amount of lead detected in a child's system is at or exceeds 5 micrograms per deciliter of whole blood.

9.6.1 Part I – New and Relocating Tenants

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

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

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

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

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

Note on HAP effective dates in buildings constructed before 1978:

The BHA will not execute a HAP Contract for a Unit in a building constructed before 1978 without first receiving a Certificate of Compliance. The HAP Contract in such a Unit may then be made effective no earlier than the later of

these two dates: the inspection approval date; or the date indicated on the Certificate of Compliance.

Note on HAP effective dates in buildings constructed after 1978:

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

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

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

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

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

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

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

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

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

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

9.6.2 Part II - Annual and Interim Recertification

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

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

(2) Have the Apartment, its common areas, and exterior, tested in accordance with Massachusetts law by a registered lead paint inspection company using an XRF analyzer. The letter from the Director of Inspections shall also inform the Owner that he must send a copy of the XRF test results to the BHA within fourteen (14) days or the BHA will terminate the unit's HAP Contract. If the XRF test results indicate unacceptable lead levels in the Unit, its common areas, or exterior, the Director of Inspections will notify the Owner in writing that he must de-lead the Unit and affected areas within 30 days and provide the BHA with a certificate from a registered lead paint testing company verifying that abatement has been completed.

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

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

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

(2) Have the Apartment, its common areas, and exterior, tested in accordance with Massachusetts law by a

registered lead paint inspection company using an XRF analyzer. The letter from the Director of Inspections shall also inform the Owner that he must send a copy of the XRF test results to the BHA within fourteen (14) days or the BHA will terminate the unit's HAP Contract. If the XRF test results indicate unacceptable lead levels in the Unit, its common areas, or exterior, the Director of Inspections will notify the Owner in writing that he must de-lead the Unit and affected areas within 30 days and provide the BHA with a certificate from a registered lead paint testing company verifying that abatement has been completed.

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

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

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

CHAPTER 10: RENEWAL

10.1 Annual Recertification

The BHA must conduct a reexamination of the Family's income and composition at least annually.

10.1.1 Appointment for Recertification

The Leasing Officer will contact the Head of Household in writing three to four months before the anniversary of their last annual Recertification by sending the Family an appointment letter. The appointment letter requests that the Head of Household bring the necessary verification of Annual Income and Family Compositio5.5.3
n (see Chapter 5: Determination of Eligibility). The appointment letter also lists the required documentation and information and states that a failure to comply with the obligation to supply information may result in the termination of the Family's HCVP assistance.

(a) Failure to Keep the Appointment.

If the Family fails to keep the initial Recertification appointment, the Leasing Officer will reschedule the appointment. The BHA considers it a failure to attend an appointment if the Participant is more than one-half (1/2) an hour late for a scheduled appointment.

If the Family fails to attend a second Recertification appointment, the Leasing Officer may terminate the Family's assistance in accordance with Chapter 13.

If the Participant contacts the Leasing Officer prior to the appointment to reschedule or has a reasonable excuse for missing the appointment, the BHA will excuse the missed appointment. The BHA will use its discretion to determine what excuses are reasonable. The Leasing Officer may ask the Family to supply documentation to verify their inability to attend the appointment. See also sections 1.2.4-1.2.5.

(b) *Failure to provide complete information*. If the Family attends the annual Recertification appointment but fails to provide the BHA with the documentation necessary to recertify the Family, the Leasing Officer will schedule an additional appointment and notify the Participant what documentation the BHA still requires to complete the Recertification. If the Participant does not supply the required information or does not attend the rescheduled appointment, the Leasing Officer may send the Family a notice of proposed termination of assistance that also contains a list of the documentation required to complete Recertification. The BHA may recertify the Family and rescind the proposed termination if the

Family provides the Leasing Officer with all of the required documentation.

10.1.2 Determining Family's Appropriate Unit Size and Subsidy.

At the appointment, the Leasing Officer will verify the Family's anticipated income, verify Family Composition determine the appropriate Apartment size, and establish the Family's subsidy in accordance with Chapter 5 of this Administrative Plan. The Leasing Officer will also ask for verification of any changes in Family Composition.

(a) *Change of Voucher Size*.

The appropriate Unit size will be determined and exceptions made as previously described. See section 5.4.2. If the Family requires a smaller or larger Apartment, the Leasing Officer will notify them in writing of the change in bedroom size, , and the right to an informal hearing to dispute the determination.

(b) *Unit too small.* If the Apartment is too small for the Family according to BHA Subsidy Standards and the Family has not obtained an exception to the Subsidy Standards or requested a hearing, the Leasing Officer will issue the Family a Voucher and the Family must find an acceptable Apartment before the Voucher expires. The BHA will provide the Family with information on any available units.

(c) *Unit too large.* If a Unit is too large for the Family according to BHA Subsidy Standards and the Family has not obtained an exception to the Subsidy Standards or requested a hearing, the Payment Standard will be reduced accordingly at the effective date of the Family's annual Recertification. The Family may either remain in the Unit and pay the difference, or move to a smaller Unit.

10.1.3 Additions to Family Composition

(a) Owner and BHA Approval. At the initial briefing session and at each Recertification, the BHA will advise the Family that additions cannot be made to the Family Composition without prior written approval from Owner and BHA approval, except in the instances of birth, adoption, or the court-awarded custody of a child. However, a family must notify the BHA in writing within thirty (30) days when a new Family member begins living in the Unit due to a birth adoption or court-awarded custody of a Minor. The BHA will begin the eligibility determination of the additional Family member regardless of the Owner's approval or disapproval.

(i) *Owner Denial*. If the Owner does not give written approval to add the Family member to the Lease, the Family may move if the Lease is no longer in its initial term. If the Lease is in its initial term, the Family must request

permission from the Owner to break the Lease. If the Family moves in order to add the additional member to their Family Composition, the BHA will begin to determine eligibility for the additional member when the Family submits a RTA. If the Family vacates the Apartment in violation of the Lease, their Section 8 assistance may be terminated in accordance with Chapter 13 of this Administrative Plan.

(b) *No severe overcrowding*. Regardless of landlord approval or eligibility for the program, the BHA will not allow additions to the Family Composition that result in severe overcrowding in the existing Apartment. If the approved additional Family member(s) will cause severe overcrowding, the BHA will issue the Family a new Voucher so the Family can relocate to an appropriately sized Unit.

(c) *Addition to Family Composition is subject to BHA and HUD eligibility*. Any person(s) must be determined eligible for the BHA HCVP before the BHA will permit the addition of the person to the Family Composition. Additional person(s) must first be determined to be eligible by BHA and HUD standards before being added to the Family Composition. The new Family member must: complete all BHA and/or HUD required eligibility forms, provide authorization to conduct a CORI check (if the person is fourteen (14) years or older), provide evidence of citizenship or Eligible Non-Citizen Status or sign a non-contending status form, and provide information required to verify income and program eligibility in accordance with program requirements.

Additions to the Family in instances of birth, adoption, or court awarded custody of a Minor, do not require advance approval to live in the Unit. However, any addition to the Family may be denied eligibility for the HCVP. If they are denied eligibility and a hearing is requested, the Minor may remain in the Unit until the review is final.

(d) BHA *Approval.* If the BHA approves the addition of such person to the Family Composition and Lease, the BHA will re-calculate the Family's Rent to Owner and the BHA's Housing Assistance Payment paid on the Family's behalf to the Owner including the provided information. The BHA reserves the right to deny addition of any person to a Family Composition and/or Lease for good cause.

(e) *Denial.* If a proposed addition to the Family is denied, a hearing may be requested to dispute the BHA decision.

10.1.4 Removal of Members from Family Composition

The Family must notify the BHA within thirty (30) days that a Family member no longer resides in the Unit and will no longer be a member of the Family Composition.

(a) A child, under the age of eighteen, who is temporarily away from the home because of placement in Foster care, will be considered a member of the Family Composition.

(b) A student who is away from the unit during the school year will be considered a member of the family composition, if the student has not established another place of residence by registering for school from an address other than the subsidized unit.

(c) The BHA requires documentation to show that a Family member no longer resides with the Household in the subsidized Apartment.

10.1.5 Change the Head of Household / Co-Head of Household

A Family may request to change which Family member is designated the Head of Household. The Family may also decide to designate or change a Co-Head of Household. The BHA will approve the change if the Family member is able to take on the responsibilities of being the Head of Household/Co-Head of Household, including, but not limited to, communicating with the BHA and the Owner.

Chapter 11: Continued Participation

11.1 Interim Recertification

A Family may request in writing an interim determination of Family Share at any time because of a change in the Family's income, Adjusted Income (household deductions), family size, or composition. A Family must report changes in the circumstances described in the section below.

See Section 8.7.1 regarding the effective dates of the reported change.

11.1.1 Circumstances Requiring an Interim Recertification

(a) All Changes in Family Composition

Family Reporting Requirements:
A Family is required to inform and supply any necessary verification to the BHA within thirty (30) days of a birth, adoption, or court awarded custody. The BHA must approve the eligibility for any addition to the Family that does not result from a birth, court-awarded custody, or adoption in accordance with section 10.1.3.

A Family must also notify the BHA in ***writing*** within 30 days of any departure of a Family member due to death, permanent institutionalization, or other reason, and provide the BHA with verification, including, where applicable, the verification of the new address of the departed Family member. See also section10.1.4.

(b) Increase in Family Income for Family without Income

The BHA shall process an interim certification of income when a family without income (a “zero income” family) receives any earned or unearned income.

If a Family’s income is too unstable to project for 12 months or if a Family temporarily has no income (a “zero-income Family”) or if a Family has a temporary decrease in income, the BHA may schedule special Recertification with the Family’s Leasing Officer every month, or at least quarterly, until the income stabilizes and/or an Annual Income can be determined

A Family may request an interim certification due to an increase income. In certain circumstances, such as FSS participation, it may be advantageous for the family to do so

(c) Decrease in Family income.

If a Family has a decrease in income, it must be reported to the BHA within thirty (30) days of the loss or decrease in income When a decrease in

family income is reported the BHA shall consider any effect that the reduction in income may have on child care or disability assistance expense deductions.

11.2 Termination of HAP Contract

11.2.1 Grounds for Termination

If the BHA finds that the Owner or Family has failed to meet the program or contractual obligations, the BHA may suspend the subsidy payments, terminate the HAP Contract, or terminate the subsidy accordingly.

11.2.2 Owner breach of obligations

If the BHA terminates the HAP Contract because the Owner has breached the terms of the HAP contract or Owner responsibilities as provided in 24 C.F.R. § 982.404, the Leasing Officer will issue the Family a new Voucher. However, the Family does not have to wait for the BHA to terminate the HAP Contract if a serious breach or serious violations occur. If there is a serious breach and the Inspection Services Department of the City of Boston has determined that the Unit is uninhabitable, the BHA may direct the Family to relocate at an earlier point or the Family may vacate the Unit within a reasonable time consistent with State law.

11.2.3 . Owner Debts to the BHA

An owner may become indebted to the BHA when he/she receives HAP payments to which he/she is not entitled due to termination of the HAP contract for reasons, including but not limited to the following: the owner has violated any obligation under the HAP contract including keeping the unit in compliance with HQS; the owner has violated any other obligation under any other HAP contract under Section 8; the owner has committed fraud, bribery or any other corrupt criminal act in connection with any Federal Housing Assistance Program; the owner has engaged in drug related or violent criminal activity; the BHA learns that the participant no longer resides in the unit or is deceased.

(a) Any amount due to the BHA by an owner must be repaid within thirty (30) days of the BHA determination of the debt.

(b) If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the BHA will reduce any future HAP payments until the debt is satisfied in full.

(c) If the owner is not entitled to future HAP payments the BHA may enter into a repayment agreement with the owner for the debt

owed, or seek to collect the monies via third party debt collector or legal action.

(d) If the owner refuses to repay the debt, enter into a repayment agreement or breaches a repayment agreement, the owner maybe banned from future participation in the program, and the BHA may seek to collect the monies via third party debt collector or legal action.

(e) The BHA will not enter into a repayment agreement if there is already a repayment agreement in place with the owner, or if the amount of debt owed exceeds the Federal or State threshold for criminal prosecution.

11.3 Restriction on Number of Relocates

For the tenant-based programs, whether the Participant is residing in the Jurisdiction of the BHA or has exercised Portability, the following limitation applies:

11.3.1 Initial Lease Term

The BHA prohibits a Family from moving during the initial Lease term. If the Family vacates the Apartment in violation of the Lease, their Section 8 assistance may be terminated in accordance with Chapter 13 of this Administrative Plan.

11.3.2 Pending Adverse Action

The BHA may deny relocation with continued assistance where there are grounds for denial or termination of assistance. . See also Chapter 6: Denial of Voucher and Applicant Appeals and Chapter 13: Termination of Assistance.

11.3.3 Exceptions to the Restriction

(a) The Unit has been on Stop Payment for more than 30 days.

(b) An HQS breach not caused by the Family is determined to be life-threatening.

(c) The move is required as a Reasonable Accommodation for a Disabled Person.

(d) There is mutual consent between the Owner and the Participant.

(e) The Family will not be prohibited from moving during the initial lease term so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the Unit in order to protect the health or safety of any individual member of the household who is or has been the victim of Domestic Violence, Dating Violence Stalking, or Sexual Assault and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling Unit (If the family or family member, or any family member is a victim of sexual assault that occurred on the premises during the 90 day period prior to the family's request to move, the family member is not required to believe that he or she was threatened with imminent harm from further violence if he or she remains in the dwelling unit..

(f) Other exceptions which the BHA deems it necessary for the Family to relocate, including but not limited to, Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

11.3.4 Issuance of a Voucher

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

(b) If a Participant vacates his/her unit and a new tenancy has not been approved by the BHA, he/she must contact the Housing Authority within twenty (20) days of receiving notice in order to obtain a Final Voucher and retain voucher holder status. Failure to contact the Housing Authority within twenty (20) days will result in the loss of rights to retain voucher holder status. No further notice will be given and all rights to participate in the Housing Choice Voucher Program will end.

11.4 Change of Ownership

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

11.5 Eviction

The Owner must notify the Family's Leasing Officer in writing when commencing eviction procedures against the Family. A copy of the eviction notice served on the Family to the Leasing Officer is sufficient notice. If the Family contests the Owner's decision to evict and refuses to leave the Apartment, the Owner must commence an eviction proceeding in a court of law.

11.6 Family Absence from a Unit

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

11.6.1 Absence of up to Thirty (30) Days

A Family may be absent from the Unit for any reason for up to 30 consecutive days.

11.6.2 Absence Greater Than Thirty (30) Days

The Family may not be absent from the dwelling Unit for more than thirty (30) days without BHA written approval. If the Family plans to be absent from the Unit for more than thirty (30) days, the Family must request approval from the BHA in writing and provide documentation indicating the reason for the extended absence from the Unit. An absence for greater than thirty (30) days may be approved by the BHA for reasons of health, rehabilitation, convalescence, incarceration or the personal needs of the Family. Each case will be evaluated based on the individual circumstances. Failure to request and receive approval to be absent from the Unit for more than thirty (30) days may result in termination of assistance.

11.6.3 Absence may not Exceed 180 Days

A Family's absence from a Unit assisted by the Section 8 program may not exceed 180 consecutive calendar days without exception. If a Family is absent from the Unit for more than 180 consecutive calendar days the BHA shall terminate the HAP Contract for the Unit.

11.7 Family Break-Up Policy

A Family Break-Up occurs when one or more adult Household Members will no longer reside together and there is a dispute as to who will retain the HCVP assistance. A Family Break-Up may occur in instances including but not limited to: divorce, separation, or protective order. When a Family Break-Up occurs, the HCVP assistance does not always remain with the Head of Household. Any recorded adult Household Member, Emancipated Minor, or adult assuming responsibility for one or more minor Family members could potentially retain the HCVP Assistance.

When the BHA receives notice that there has been a Family Break-up or that a Family Break-up will imminently occur, the BHA will determine which Family

member shall retain the HCVP assistance using the criteria and procedure provided below.

11.7.1 Court Determination

(a) If a court determines which Family member shall retain the HCVP Assistance, the BHA is bound by the court's decision[19]. A court determination cannot be appealed through any BHA review process.

(b) If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 C.F.R. part 5, subpart L, the PHA must ensure that the victim retains assistance.

11.7.2 BHA Determination

When there is no court determination**,** the BHA determines which Household Members will continue to receive HCVP assistance upon a Family Break-up. In making this determination, the BHA shall consider the interests of all assisted Family members. The BHA will use its discretion to decide which Household Members will continue to receive HCVP assistance by taking into account the following:

(a) The interests of any minor children, with consideration to custody rights;

(b) The interests of any Elderly, or Disabled Household Member;

(c) Whether a Household Member *fled* the Unit because of actual or threatened violence by a spouse or other Household Member. The BHA will take into consideration incidents of actual or threatened violence regardless of whether the Household Member leaving the Unit is the victim or the Perpetrator;

(d) Whether the assistance should remain with a Household Member remaining in the original assisted Unit or a Household Member who has fled or left the Unit; AND

(e) The amount of time since the Household Member was added to the Family Composition. The BHA will take this factor into consideration based on the individual circumstances surrounding the addition of the Household Member.

11.7.3 Notice of Proposed Subsidy Allocation

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[19] The BHA may challenge the court's order on the grounds that any portion of the decision is contrary to State or Federal housing law.

When the BHA receives notice that there has been a Family Break-up or that a Family Break-up will imminently occur, the BHA will make an initial determination in accordance with section 11.7.2 regarding which person shall retain the HCVP assistance. The BHA will also determine which Household Member will become new Head of Household or Co-Head of Household. All adult Household Members and other adults as, identified in section 11.7.8, shall be notified of these determinations. Notice shall be sent to any and all addresses identified by such adults and not solely to the last address for the Head of Household. The notice shall describe what factors BHA utilized in making its determinations. The notice shall also state that any adult Household Member or other adult, as identified in section 11.7.8, has twenty (20) days to request a review of the decision.

11.7.4 Right to Appeal BHA's Proposed Subsidy Allocation

If a Household Member or another adult, as identified in section 11.7.8, disagrees with the BHA's determination regarding which person shall retain the HCVP assistance, that person may appeal the decision. The request for a hearing must be in writing and received by the BHA Leased Housing Division within twenty (20) days of the date of the BHA's notice of Proposed Allocation.

11.7.5 Procedure for Informal Hearings Regarding Family Break–Up

If any Household Member or other adult, as identified in section 11.7.8, requests a hearing to dispute the BHA's proposed subsidy allocation, the BHA Leased Housing Division shall conduct a hearing to review that decision. All Household Members and other adults, as identified by section 11.7.8, shall be given notice of the hearing date. The hearing will be conducted by a person who did not make or is not the subordinate of the person who made the initial determination. The person requesting the hearing shall have the right to review those portions of the file relied upon in the BHA's determination except that the BHA will redact any information, including addresses where applicable, which could compromise the safety of any person. The BHA may alter its usual hearing procedure and rules, consistent with applicable law, to assure the safety of all individuals who may be participating in the proceeding.

The person conducting the hearing shall issue a written decision within thirty (30) days from the close of the hearing record. The decision shall be sent to each adult Household Member who is claiming a right to the subsidy or any other adult as identified by section 11.7.8.

11.7.6 Assistance Pending the Exhaustion of Right of Review

The BHA will continue to pay assistance under the existing HAP Contract and will not issue a voucher for relocation based on a determination under section 11.7.2 until either the time period to appeal the determination has lapsed or a hearing decision has been issued. Any

housing assistance thereafter shall be in accordance with the BHA's Family Break-Up determination or hearing decision.

11.7.7 Recertification of Family's Income and Change in Rent Share

Where there has been a Family Break-Up and the right of appeal has been exhausted the BHA will recalculate the Family's rent share to reflect the current Family Composition in accordance with the provisions of section 7.1.3 of this Administrative Plan. Any change in the Family's Share of rent will be effective retroactive to the first of the month following the date the Family Break-Up occurred.

11.7.8 Non-Household Members Who Advance a Claim on Behalf of Minor or Incapacitated Household Members

(a) Where there has been a Family Break-Up with one or more remaining Minor Household Members; AND one or more adults who are not currently Household Members advance a claim that they wish to become the Head of Household on behalf of one or more remaining Minor or incapacitated Household Members; AND there is a dispute about who should become the Head of Household or Co-Head of Household, the BHA shall determine which such claimant shall take over the Voucher as Head of Household using the criteria under section 11.7.2 above.

(b) In the event a remaining Household Member is an incapacitated Adult who is unable to fulfill the Family obligations, the person asserting a right to the subsidy on behalf of the incapacitated Household Member must be an adult who has been appointed either a temporary or permanent guardian and is willing to assume the obligations of the HCVP as Head of Household.

(c) Any adult who the BHA determines is appropriate to become the Head of Household is subject to fulfilling all preliminary and final eligibility requirements in accordance with this Administrative Plan or its successor.

11.8 Residual Family Policy

A remaining Household Member may apply to become the Head of Household, in the event of the death, departure or incapacity of the Head of Household. This person is referred to as a Residual Family Applicant for the purposes of this Administrative Plan. Application approval is contingent on the Residual Family Applicant and all Household Members meeting the criteria set forth below.

11.8.1 Qualifications for Residual Family

In order to assume the status of Head of Household and continue as a Participant under this policy, the Residual Family Applicant must be:

(a) An Adult who was a Household Member at the last annual Recertification if the Head is removed due to death or incapacity, or who has been a Household Member for more than twelve months, if the Head departed to other non-BHA housing, and whose income was recorded and considered in the rent computations during the period of his/her participation, unless he/she was without income or was a Full-Time Student; OR

(b) In the event the remaining Household Member(s) consists only of Minor children, the Residual Family Applicant must be an adult, or a court granted Emancipated Minor or an adult, who has been appointed either a temporary or permanent guardian, or is the natural parent of one or more Household Members, and is willing to assume responsibility for the Apartment and the remaining Family members, and is willing to become a Participant and Head of Household in the Section 8 program; OR

(c) In the event the remaining Household Member(s) is an incapacitated adult who is unable to fulfill the Family obligations, the Residual Family Applicant must be an adult who has been appointed either a temporary or permanent guardian, and is willing to assume the obligations and become a Participant in the Section 8 Program and assume the responsibilities as Head of Household; AND

(d) The Residual Family Applicant and Family, if any, for Residual Family status must meet the eligibility requirements for Applicants as set forth in this Administrative Plan.

11.8.2 Calculation of Rent Once Residual Applicant Approved

The BHA will calculate the Family Share and adjust the Voucher Size appropriately once the Residual Family Applicant has been approved. The rent will be retroactive to the date that the original Head of Household/Co-Head of Household left the Unit.

11.8.3 Limitations of Policy

The remaining Household Members will not become Residual Family, if the departing or incapacitated Head:, has an outstanding balance due to the BHA (except in the case of the Head's death) or termination of the subsidy by the BHA is pending.

11.8.4 Residual Family – Right of Appeal

A Residual Family Applicant who disagrees with a decision made by the BHA may request an informal hearing pursuant to 24 C.F.R. § 982.555 and Chapter 13 of this Administrative Plan.

11.9 Ineligible for Continued Assistance

11.9.1 Income Ineligible

If thirty percent (30%) of the Family's Monthly Adjusted Income equals or exceeds the lower of the Gross Rent or the Payment Standard, the BHA will suspend the end of participation for six (6) months from the effective date of the certification. The BHA will inform the Family in writing of the anticipated end of participation and its right to appeal the anticipated end of participation through an informal hearing.

11.9.2 Resumption of the Subsidy

If within six (6) months after notifying the Family of the anticipated end of participation: (i) the Family's income share falls below the lower of the Gross Rent or the Payment Standard, (ii) the Contract Rent increases, or (iii) the Family moves to a new Apartment, the BHA will reexamine the Family's eligibility for participation in the HCVP upon the Family's request. If thirty percent (30%) of the Family's Monthly Adjusted Income is then less than the lower of the Gross Rent or the applicable Payment Standard, then the BHA will resume making assistance payments on behalf of the Family.

11.9.3 Termination of subsidy

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

11.10 Family Moves within BHA Jurisdiction

HUD permits participants to move to another unit while maintaining housing assistance. This section discusses the conditions that permit the family to move with continued assistance

11.10.1 Voucher Issuance Upon Request for Relocation

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

11.10.2 Denial of Relocation and / or Voucher Issuance

The BHA may deny a move with continued assistance if there are grounds for denial or termination of assistance in accordance with Chapters 6 and 13 of this Administrative Plan.

The Family will be required to complete any annual reexamination process due within 120 days before the request to move is approved.

11.10.3 Notice Requirements to Relocate

In order to move with continued assistance one or more of the following scenarios must occur with respect to the Family's tenancy:

(a) The assisted lease for the current unit has terminated, including termination because the BHA has terminated the HAP contract due to owner's breach, or the lease has terminated by mutual agreement of the owner and tenant. A copy of any notice of termination must be provided to the BHA.

(b) The owner has given the Family a notice to vacate, commenced an action to evict the tenant, or obtained a court judgment or other process allowing owner to evict the tenant. The Owner and the Tenant must provide copies of all notices to BHA. In this scenario BHA may deny a move with continued assistance if the Family's violation of the tenancy is also grounds for termination of assistance.

(c) The Family has given proper notice of lease termination (if tenant has the right to terminate lease on notice to owner).

(d) The BHA determines that the Family's unit does not meet the HQS space standards (due to increase in family size or change in family composition).

(e) None of the scenarios above are true, however, the Family or member of the Family is or has been a victim of domestic violence, dating violence, Stalking, or Sexual Assault, and the move is needed to protect the health or safety of the family or family member.

11.10.4 Owner HAP When the Family Moves

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

Chapter 12: Portability

A Housing Choice Voucher Holder or a Participant has the right to receive tenant-based assistance outside the BHA Jurisdiction. The Voucher Holder or Participant may lease a Unit anywhere in the United States, in the jurisdiction of a Public Housing Authority. The BHA will brief Participant Families on Portability in an oral presentation when they receive their Voucher. The briefing packet provided to Families will also contain information about Portability.

12.1 Portability Requirements for Applicant Families

12.1.1 Applicant Families Residing Outside of Massachusetts

The BHA Jurisdiction is anywhere within the Commonwealth of Massachusetts.

Families on the BHA waiting list in which neither the Head of Household nor the spouse has a Domicile within the BHA Jurisdiction at the time of initial application have no right to Portability within the first twelve (12) months of HCVP participation.

When such Families reach the top of the waiting list they will be offered the opportunity to use a Voucher to locate an assisted Unit within the BHA Jurisdiction. The Family will be withdrawn from the wait list if, after appropriate counseling, the Family decides not to exercise this option and is unwilling to reside in the BHA Jurisdiction for the initial twelve (12) months of assistance. See also section 3.2.3 – Withdrawal from the Waiting List.

The BHA requires that such Families, who initially reside outside of BHA Jurisdiction, complete twelve (12) months residency in an assisted Unit within BHA Jurisdiction in order to exercise their option for Portability. However, BHA may allow portability to a Unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the Unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the Unit in order to protect the health or safety of an individual member of the household who is or has been the victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling Unit.

12.1.2 Applicant Families within BHA Jurisdiction

A Family that has not yet leased a Unit under the HCVP is eligible for Portability if the Head of Household or spouse has a Domicile within BHA Jurisdiction at the time the application was submitted.

Verification of Domicile. A Lease, school records, or voter registration are acceptable forms of documentation to verify Domicile.

12.2 When an Assisted Family Moves Into the BHA Jurisdiction

12.2.1 BHA Procedure for Receiving Families

When a Family with HCVP assistance from another Jurisdiction arrives at the BHA, the BHA will issue the Family a Housing Choice Voucher to enable the Family to conduct a housing search within the BHA Jurisdiction. The Voucher issued by the BHA may not expire less than thirty (30) days after the expiration date established by the Initial Housing Authority. If the Voucher has already expired when the BHA receives the paperwork from the Initial Housing Authority, the BHA will refer the incoming portable Family back to the Initial Housing Authority, who may decide to extend the Voucher term and the billing deadline. BHA (the Receiving Housing Authority) policies and procedures as the regarding extensions and Voucher term shall apply. In addition, the BHA will use its own Subsidy Standards to determine the appropriate Voucher Size for a Family that will be administered by the BHA.

The BHA will inform the Initial Housing Authority immediately whether it will absorb or administer the Family's Housing Choice Voucher assistance, and if it approves an extension to the Voucher term or changes the Family's Voucher Size.

The BHA's Payment Standards are used when the portable Family Leases a Unit. The BHA will inform the incoming Family of the BHA's policies and Payment Standards before the Family begins its housing search.

The BHA may delay approval of the Unit or issuance of the Voucher if the Family refuses to comply with BHA procedures (such as completing disclosure forms or certifications)**.** The BHA may not delay issuing a voucher unless recertification is necessary to determine income eligibility. If the BHA is refusing to process or provide assistance under the Portability procedures, the Family will be given the opportunity for an informal review or hearing in accordance with Chapters 5 and 13 of this Administrative Plan.

12.2.2 Absorb or Administer

The BHA has the option to *administer* the subsidy on behalf of the Initial Housing Authority or to *absorb* the portable Family into its own Housing Choice Voucher Program. The Receiving Housing Authority must promptly inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable Family or will absorb the portable Family into its own program.

(a)*Administer the Voucher*

If the BHA decides to administer the Initial Housing Authority's Housing Choice Voucher assistance, the housing assistance for the portable Family comes from the Initial Housing Authority's Housing Choice Voucher allocation.

When the BHA administers the subsidy, the Initial Housing Authority will retain twenty percent (20%) of the ongoing Administrative Fee for that Housing Choice Voucher unless both the Initial Housing Authority and the BHA (Receiving Housing Authority) reach a different agreement. The Initial Housing Authority may also be eligible for a preliminary fee if the portable Voucher is part of a funding increment awarded during the first twelve (12) months of the PHA's Housing Choice Voucher Program.

The BHA will bill the Initial Housing Authority for the full amount of the Housing Assistance Payment and eighty percent (or other amount agreed to by both PHAs) of the ongoing Administrative Fee earned by the Initial Housing Authority.

The BHA may change its decision to administer a Voucher and decide to absorb at any time in the future.

(b) *Absorb the Voucher*

The BHA may absorb the portable Family into its own program once the HAP Contract is executed on behalf of the incoming Participant Family by the BHA. The HAP Contract must be executed within the BHA Jurisdiction for the Absorption to take place. If the BHA decides to absorb the portable Family, funds from the BHA's consolidated ACC will pay for the Family's housing assistance. The BHA will specify the effective date of the Absorption to the Initial Housing Authority.

12.2.3 Extensions and Suspensions of a Portable Voucher

The BHA will grant extensions and suspensions to a holder of a portable Voucher in accordance with the same standards it uses to grant extensions for Participants or Jurisdiction who are not exercising Portability. See section 7.2.

(a) *Extension that Extends After Initial Housing Authority Expiration Date*

If the BHA is the Receiving Housing Authority and provides an incoming portable Family with search time beyond the expiration date of the Initial Housing Authority's Voucher, it must inform the

Initial Housing Authority of the extension and should bear in mind the billing deadline provided by the Initial Housing Authority.[20]

Unless willing and able to absorb the Family, BHA will ensure that any Voucher expiration date will leave sufficient time to process a RTA, execute a HAP Contract, and cover the anticipated delivery time (if the PHA is not submitting the billing information by fax or email) so that it will be received by the Initial Housing Authority by the deadline date (See section 12.6 on billing).

12.2.4 On-going Responsibilities of the Receiving PHA

After a portable Family Leases up in the BHA Jurisdiction, the BHA is responsible for conducting all interim and annual reexaminations for the Family and all HQS inspections of the Family's Unit. The BHA will send the Initial Housing Authority a copy of the updated Form HUD-50058 at each annual Recertification for the duration of the time the BHA is billing the Initial Housing Authority, regardless of whether there is a change in the billing amount.

Under a billing arrangement, the Initial Housing Authority must be informed of all changes affecting the Family's subsidy. After each interim and annual reexamination, the Receiving Housing Authority must send the Initial Housing Authority a completed form HUD-52665 showing the new HAP amount with a copy of the form HUD-50058 if the billing amount changes.

If the receiving PHA has absorbed the Family, the Family is no longer considered a portable Family. The Initial Housing Authority is no longer involved with the Family's subsidy. There is no billing and no communication on other details of the Family's occupancy.

12.3 When an Assisted Family Moves out of the BHA Jurisdiction

12.3.1 Family Interest in Portability

After a Family announces its interest in Portability, the BHA will provide the Family with information to help it contact the PHA in the Jurisdiction where the Family wishes to live. If this will be the Family's first Lease under the Housing Choice Voucher Program, the BHA will compare the Family's income to the applicable-income limit (typically the very low-income limit) for the community where the Family wants to move and determine if the Family will be able to Lease an Apartment with continued assistance in the Jurisdiction of their choice.

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[20] The initial billing submission must be received no later than 60 days following the expiration of the voucher issued by the initial PHA.

Addresses and telephone numbers for PHAs around the country are available on HUD's web site: www.hud.gov. Income limits are available at www.huduser.org.

12.3.2 Decision to Move Outside BHA Jurisdiction

When the Family decides to move outside the BHA Jurisdiction the BHA will:

(a) Contact the Receiving Housing Authority by phone, fax, or email to alert that agency to expect the Family; and

(b) Send the Receiving Housing Authority, by mail or facsimile, a completed form HUD-52665, Family Portability Information form.

12.3.3 Selecting the Receiving PHA

When there is more than one PHA administering a Housing Choice Voucher Program within the Jurisdiction where the portable families wants to move, the Initial Housing Authority has the authority to select the receiving PHA.

12.3.4 Limitations on Moving

(a) Participants who have utilized Portability to move outside the BHA jurisdiction are bound by the same limitations on moving as Participants not exercising Portability. See section 11.3.1 and 11.3.2. Thereafter, a move at the Family's request may not occur more than once in any twelve (12) month period. See section 11.3.3 for exceptions to this limitation.

Exception: A Receiving Housing Authority must absorb the Family to alleviate this limitation.

(b) The BHA will not provide portable assistance for a Participant Family if the Family has moved out of its assisted Unit in violation of the Lease. See 24 C.F.R. § 982.355 (b).

12.4 Portability Terminations

The BHA may terminate a Family's assistance when it is acting as the Initial Housing Authority or the Receiving Housing Authority.

In cases where the BHA is the Initial Housing Authority and is terminating assistance, the Participant shall be advised of the reason for the termination as provided by the BHA and of the Participant's right to request a hearing of the terminating BHA. The result of decision rendered by the BHA (the Initial Housing Authority) is binding upon the Receiving Housing Authority. The Family's participation shall be terminated on the date specified in the hearing notice or at

the end of the month following the month in which the BHA has notified the tenant and the Owner of the termination, whichever is later.

12.5 Claims by Another PHA

Any amounts owed by a Participant to an Initial Housing Authority, to any prior PHA, or to a Receiving Housing Authority which are the result of the Family's participation in a housing program while in the Jurisdiction of that PHA must be collected by that PHA. The BHA will not collect amounts owed to another PHA on behalf of that PHA.

Either PHA may contact the HUD state or area office for assistance in resolving Portability disputes between PHAs, although efforts to reach mutual agreements without HUD's involvement are encouraged. Frequently, involvement of management or executive staff at both agencies and agreement to use logs and other monitoring tools internally is all that is required.

12.6 Portability Billing Requirements

12.6.1 Summary of Portability Billing Deadlines.

Failure to meet the following deadlines may result in a reduction of administrative fees or a transfer of the amount of baseline units from one Housing Authority to another in accordance with HUD regulations and guidelines.

(a) *Submission of Initial Billing Amount* (Part II of the Form HUD-52665) -- Receiving PHA must submit initial billing notice (1) no later than ten (10) working days following the date the HAP Contract was executed and (2) in time that it will be received no later than sixty (60) days following the expiration date of the Family's Voucher issued by the Initial Housing Authority.

(b) *Payment of First Billing Amount* - Initial Housing Authority makes payment within thirty (30) days of receipt of Part II of the Form HUD 52665 indicating billing amount.

(c) *Payment of Subsequent Billing Amounts* – The Initial Housing Authority is responsible for ensuring that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.

(d) *Notification of Change in Billing Amount or Other Action* – The receiving PHA notifies the Initial Housing Authority of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstance any later than ten (10) working days following the effective date of the change.

CHAPTER 13: Termination of Assistance

13.1 Definitions

13.1.1 Drug Related Criminal Activity

(a) The manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell or distribute a controlled substance, as defined in section 802 of the Controlled Substances Act (21 U.S.C. § 802);

13.1.2 Violent Criminal Activity

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

13.1.3 Termination Due to Domestic Violence

See section 1.2.5 for restrictions regarding the termination of a participant who may be a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

13.2 Mandatory Termination

The following chapter outlines the program violations for which the BHA can terminate a Family's assistance. Certain program violations allow the BHA to use its discretion in deciding whether or not terminate the Family's assistance. See section 13.3. The following are list of program violations which require the BHA to terminate the Family's assistance:

13.2.1 Eviction for Lease Violations

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

13.2.2 Consent Forms

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

13.2.3 Evidence of Citizenship

The BHA must terminate assistance if the Participant has failed to submit evidence of eligible immigration status or a form certifying that a Family member does not wish to claim eligible Citizen or non-Citizen status for each Family member, or because the Applicant or Participant cannot

provide evidence of Citizen, National, or Eligible Non-Citizen Status for at least one Family Member pursuant to 24 C.F.R. part 5 (See Chapter 5 section 5.6 for requirements for evidence of Citizenship and immigration status).

13.2.4 Manufacture of Methamphetamine

The BHA must terminate assistance if a Participant has ever been convicted of Drug Related Criminal Activity as a result of manufacture or production of methamphetamine on the Premises of federally assisted housing. The Premises includes the dwelling, common areas, and grounds.

13.3 Discretionary Termination

The Administrator or his or her designee may use discretion at any time (before or after an informal hearing) to decide whether or not to terminate a Family's assistance for any of the program violations listed in this section.

13.3.1 Consideration of Circumstances

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

(a) *Consideration of circumstances generally*. The BHA has the discretion to consider all of the circumstances in each case including, but not limited to, the seriousness of the offense, the extent of the criminal history, the extent of participation by Family members, and the effects that termination will have on Family members not involved in the alleged activity.

(b) *Reasonable Accommodation*. The BHA shall consider a request for Reasonable Accommodation by a Participant who has a disability or handicap, has a record of a disability or handicap, or is perceived as having a disability or handicap. The BHA will follow its Reasonable Accommodation Policy to determine whether or not an Accommodation should be made for a Participant who is a Disabled Person.

(c) *Mitigating Circumstances*. The BHA shall consider mitigating circumstances such as active participation in, or completion of, a supervised drug treatment program.

(d) *Termination of a portion of the Family*. The BHA may, in its discretion, terminate only certain members of the Family, if there is sufficient evidence that the Family member who engaged in the alleged activity will not reside in the unit or if the Head of Household certifies that the Family Member who engaged in the alleged activity will not reside in the Unit.

(e) *Domestic Violence.* The BHA may consider an incident or incidents directly related to Domestic Violence, Dating Violence, Stalking, or Sexual Assault as mitigating circumstances is directly related to the reason for termination.

13.3.2 Eviction from Federally Assisted Housing

If any member of the Family has been evicted from federally assisted housing in the past five years.

13.3.3 Termination of Assistance

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

13.3.4 Debt to Housing Authority

(a) If the Family currently owes rent or other amounts to the BHA or another Public Housing Authority in connection with Section 8 Program, public housing assistance under the U.S. Housing Act of 1937, or any other Publicly Assisted Housing Program.[21]

(b) The Participant as a previous or current Participant in the Section 8 program has not reimbursed the BHA or another Public Housing Authority for amounts paid to an Owner under a Contract for rent or other amounts owed by the Family under the Lease. If the participant is a former BHA public housing resident at a site that was converted to the Section 8 Program:

(i) BHA will send a letter of rent balances in advance of the conversion, requesting that families pay any outstanding debt as soon as possible.
(ii) Balances will be reviewed again after conversion, once all accounts have been reconciled.
(iii) The Leased Housing Department will negotiate and execute repayment agreements with families using a similar process that is in place for HCV fraud collections set out in Section 13.3.5 below.
(iv) The agreements will be monitored and maintained by the Leased Housing Department.

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[21] Other Publicly Assisted Housing Program – means residence in any housing program assisted under M.G.L. Chapter 121B (such as state-assisted public housing for families, Elderly or disabled persons), or Massachusetts Rental Voucher Program or assisted under the United States Housing Act of 1937 as amended (42 U.S.C. § 1401 *et seq.)* (such as federally-assisted public housing for families, Elderly or disabled persons, Section 8 certificate/voucher, project-based certificate, moderate rehabilitation, loan management/property disposition leased housing program, Indian housing, or tenant-based assistance under the HOME program)

(c) If the Family breaches an agreement with the BHA to pay amounts owed to the BHA, or amounts paid to an Owner by the BHA.

13.3.5 Fraud

If any member of the Family has committed fraud, bribery, or any other corrupt criminal act in connection with any Federal housing program.

(a) When a participant has failed to accurately report his/her family composition and income information or falsely verifies said information resulting in the BHA overpaying a subsidy on his or her behalf the participant must repay these monies to the BHA. A Section 8 participant is obligated to pay money owed to the BHA as a condition of continued participation in the program.

(i) The family must either pay the amount owed in full within thirty (30) days of the BHA determination of debt; or

(ii) Enter into a repayment agreement and abide by its terms

(c) Terms of the Agreement

(i) The maximum term of a repayment agreement should not exceed thirty-six (36) months. A waiver of up to twenty-four (24) additional months may be granted by a BHA Leased Housing director or his/her designee for verifiable mitigating circumstances

(ii) Monthly Payments – the monthly payment is set at tthe discretion of the BHA, so that the debt in full will be satisfied within the thirty-six (36) month period, however the monthly payment combined with the participant's monthly share of his/her rent may not exceed 40% of his/her monthly adjusted income. The participant may make a lump sum payment up front to reduce his/her monthly obligation

(d) Missed Payments

(i) If a participant misses a total of three payments at any time during the term of the repayment agreement, he/she is in default of the agreement and the BHA will proceed with termination upon notice to the participant.

(ii) If the participant pays the entire debt in full or the participant becomes current with the repayment agreement, prior to the date of the termination hearing, Leased Housing may decide to withdraw its proposed termination.

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

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

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

13.3.6 Drug Related Criminal Activity

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

(a) Any illegal use of a drug; or

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

Note: The BHA may not deny or terminate assistance for past use or possession of a controlled substance by a Family member if the Family

member can demonstrate that (s)he has an addiction, has a record of an addiction, or is regarded as having an addiction to a controlled substance, and can demonstrate that (s)he is in recovery from any such addiction, and does not currently use or possess controlled substance. The BHA may require a Family Member who has engaged in the illegal use of a controlled substance to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the Unit.

13.3.7 Alcohol Abuse

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

(a) A Participant's dependency on alcohol will not help to mitigate violations of the Participant's requirement to meet the obligations of the program.

(b) The BHA may require a Family member whose abuse or pattern of abuse of alcohol has threatened the health or safety of, or the right to peaceful enjoyment of the Premises by other residents to submit evidence of participation in, or successful completion of, a treatment program as a condition preceding being allowed to reside in the Unit.

13.3.8 Behavior towards BHA staff

If the Family member has engaged in or threatened abusive or violent behavior towards BHA personnel.

13.3.9 Violation of Family Obligations

The Participant has violated any Family obligation under the program by action or failure to act as listed in section 13.5.2 or as set forth in 24 C.F.R. § 982.551.

13.4 Termination of Assistance Due to Lack of Adequate Funding

13.4.1 Background

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

13.4.2 Excluded Families

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

(a) Elderly Family,

(b) Disabled Family

(c Families who are Project Based Voucher participants as long as the HAP contact for the site remains in effect.

(d) Families participating in the VASH program as long the VASH program is fully funded.

(e) Any Family that is under an agreement in the Homeownership program or subject to a BHA relocation agreement.

13.4.3 Determining HAP Contracts to be Terminated

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

13.4.4 Referral of Families to other BHA programs

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

13.4.5 Resumption of Terminated Subsidies

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

13.5 Family Obligations

13.5.1 Tenants Informed of Family Obligations

(a) The BHA will supply the Family with a written description of the Family obligations

(b) The Head of Household will sign the Family obligations at each annual Recertification to certify that he/she understands and will comply with the obligations of the program.

13.5.2 HCVP Family Obligations

Participants in the HCVP must follow the Family obligations. Violation of the Family obligations by an act or a failure to act may result in termination of assistance.

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

(a) *Supplying required information*.

(1) The Family must supply any information that the BHA or the Department of Housing and Urban Development (HUD) determines necessary in the administration of the program, including submission of required evidence of Citizenship or eligible immigration status (as provided in section 4.6) as required by federal regulations. “Information” includes any requested certification, release or other documentation.

(2) The Family must supply any information requested by the BHA or HUD for use in a regularly scheduled reexamination of Family income and composition in accordance with HUD requirements. See section 10.1.1 for specific requirements.

(3) The Family must disclose and verify social security numbers (as provided by part 5, subpart B of 24 C.F.R.) and must sign and submit Consent forms for obtaining information in accordance with part 5, subpart B of 24 C.F.R.

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

(1) The Family fails to pay for any utilities that the Owner is not required to provide, but which are to be paid by the tenant.

(2) The Family fails to provide and maintain any appliances that the Owner is not required to provide, but which are to be provided by the Family.

(3) If any Family member or any guest damages the dwelling Unit or common areas beyond ordinary wear and tear. An action for termination under this provision may be commenced for one or more of the following reasons:

i. A BHA Inspector determines that the damage was a result of intentional or reckless conduct. For the purpose of this section "reckless conduct" shall be defined as rash, heedless, wanton conduct; acting with indifference and/or disregard to the possibility or probability of causing damage to property of the Section 8 Family or the property of any other residents;

ii. The damage was of such an extreme nature. The following factors may serve as a guideline to determine whether damage is considered to be extreme:

1. Number of identified areas damaged within the unit;

2. The degree of damage beyond normal wear and tear.

Note: The examples above are not exclusive and a variety of authentic data relating to the damage/incident may be used either together or individually to determine if damage is extreme.

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

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

(e) *Family notice of move or Lease termination.* The Family must notify the BHA and the Owner before the Family moves out of the Unit, or terminates the Lease on notice to the Owner.

The Family must give the BHA a copy of the thirty-day notice of termination that the Family gave to the Owner before the Family can move to a new Apartment with assistance.

(f) *Owner eviction notice.* The Family must promptly give the BHA a copy of any Owner eviction notice. Promptly means within two

weeks of receiving the eviction notice for the purposes of this section.

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

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

(2) All Family members residing in the Unit must be approved by the BHA. The Family must promptly notify (within thirty (30) days) the Housing Authority of the birth, adoption, or court-awarded custody of a child. The Family must request and receive BHA approval before adding any other Family member as an occupant of the Unit. No person other than members of the assisted Family may reside in the Unit, except a foster child[22] or aLive-In-Aide

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

(4) If the BHA has given approval, a foster child or a Live-In-Aide may reside in the Unit. See also the definition of Family in Chapter 18: Glossary.

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

(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 BHA to verify that the Family is living in the Unit, or relating to a Family absence of the Unit, including any BHA requested information or certification regarding Family absences. The Family must cooperate with the BHA for this purpose. The Family must promptly notify (within thirty (30) days) the BHA of an absence from the Unit. Absence means that no member of the Family resides in the Unit. See also section 11.6.

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

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[22] See definition of Family in the Glossary for BHA's policy on foster children.

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

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

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

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

13.6 Procedure for Terminating Assistance

13.6.1 Consideration of Circumstances

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

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

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

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

Accommodation under the BHA's Reasonable Accommodation policy.

13.6.2 Proposed Termination Notice

The Leasing Officer will send the Family a notice of proposed termination (by first class and certified mail). The notice will contain a brief statement with the reason for the proposed termination. The notice will also explain the Family's right to request an informal hearing if they disagree with the BHA basis for termination.

If the Certified Mail is returned to the BHA with a return receipt indicating that delivery was attempted by the USPS but that the addressee failed to pick up the certified mail, AND the first class mail is NOT returned, the notice will be considered received.

13.6.3 Failure to Respond to Termination Notice

If the Family fails to respond within twenty (20) days (thirty (30) days under HUD's non-citizen rule), the BHA will send the Participant a prompt notice of termination (by first class and certified mail). The BHA will also send a copy of the letter to the Owner. The BHA will grant a request for a hearing when a Participant submits a late request, together with evidence of *compelling circumstances* that prevented the Participant from requesting a hearing within twenty (20) days. Late request will be considered by the Administrator of Grievances and Appeals or his/her designee for thirty (30) days beyond the initial appeal period.

13.6.4 Reinstatement after Failure to Request a Hearing

If the failure to request a hearing within twenty (20) days is due to a documented disability, the BHA will reinstate the subsidy. See also BHA Reasonable Accommodation in Rental Assistance Policies and Procedures).

13.6.5 Private Conference

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

13.7 Informal Hearings for Participant Families

13.7.1 When an Informal Hearing must be offered to a Family

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

(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 BHA allowance schedule;

(c) A determination of the Family Unit Size under the BHA 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 Family has been absent from the assisted Unit for longer than maximum period permitted under BHA policy and HUD rules. See section 13.5.2(h);

(f) A determination to deny a Reasonable Accommodation;

(g) A determination to deny assistance under the BHA's Residual Family policy.

(h) A determination of ineligibility for continued assistance.

13.7.2 When an informal hearing is not required

The BHA is not required to provide a Participant Family an opportunity for an informal hearing for any of the following:

(a) Discretionary administrative determinations by the BHA;

(b) General policy issues or class grievances;

(c) Establishment of the BHA schedule of Utility Allowances for families in the program;

(d) A BHA decision not to approve an extension or suspension of a Voucher term;

(e) A BHA determination not to approve a Unit or tenancy;

(f) A BHA determination that an assisted Unit is not in compliance with HQS;

(g) A BHA determination that the Unit is not in accordance with HQS because of the Family size;

(h) Failure to request a Final Voucher within 20 days of vacating a subsidized unit.

(i) A BHA determination to exercise or not to exercise any right or remedy against the Owner under a HAP Contract.

13.7.3 Notice to the Family to Request an Informal Hearing

(a) In the cases described in sections 13.7.1(a), (b), (c), and (h) the BHA will notify the Family of the basis for the BHA determination. If requested by the family, the BHA will schedule a private conference in accordance with section 13.6.5 and section 8.6 in these situations. If a resolution cannot be reached at the Private Conference, the BHA will notify the Family in writing of its decision and advise the Family that they may request an informal hearing within twenty (20) days of that determination.

(b) In the cases described in sections 13.7.1(d), (e), (f),(g)the BHA will notify the Participant as explained in section 13.6.2.

13.7.4 Expeditious Hearing Process

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

Pursuant to Sections 11.3, 11.3.1 and/or 11.3.2., the BHA may deny relocation with continued assistance where there are grounds for denial or termination of assistance.

13.7.5 Hearing Procedures

(a) *Time to request a hearing.*. The Participant has twenty (20) days from the date of the proposed termination letter, except in Non-Citizen Rule cases where the time period shall be 30 days from the date of the notice of termination of assistance for any Family member. The BHA will grant a request for a hearing when a Participant submits a late request, together with evidence of compelling circumstances that prevented the Participant from requesting a hearing within twenty (20) days. Late requests will be considered by the Administrator of Grievances and Appeals or his/her designee for thirty (30) days beyond the initial appeal period.

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

(c) *Discovery.*

(1) The BHA will give the Family the opportunity to examine before the hearing, any documents in BHA's possession that are directly relevant to the hearing. The BHA will allow the Family to make copies of the relevant documents before the hearing at the Family's expense. The BHA will also allow a representative of the Family with an authorized release may have access to the file. If the BHA does not make the document available to the Family for examination upon request, then the BHA may not rely on the document at the hearing.

(2) The Family must allow the BHA to examine any Family documents that are directly relevant to the hearing before the hearing upon request. The Family must allow the BHA to examine the relevant documents at the BHA and the Family will allow the BHA to copy the relevant documents at the BHA's expense. If the Family does not make the document available to the BHA for examination upon request, then the Family may not rely on the document at the hearing.

(3) Either party may request an extension if required to rebut documents that were not provided to the opposing party prior to the hearing. Extensions will be granted at the discretion of the hearing officer.

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

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

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

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

(h) *Hearing Officer*. Any designated BHA employee may conduct the informal hearing, other than a person who made the decision under review or his or her subordinate. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the BHA's hearing procedures.

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

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

(k) *Default and Rescheduling*. The DGA will issue a Default if the Participant does not appear in the DGA within 30 minutes of the scheduled time and did not submit a written request to reschedule prior to the hearing. A hearing may be rescheduled once for any reason without verification, provided that a written request is submitted on or before the date of the hearing. Second and subsequent reschedule requests must be supported by evidence of compelling circumstances that would prevent the participant attending. Reschedule requests submitted after the hearing date must be submitted within thirty (30) days of the hearing date and be BHA may terminate the subsidy, if the Participant does not attend the hearing and does not attempt to reschedule.

(l) *Compelling Circumstances* Compelling Circumstances – when analyzing whether or not a participant's reasons for requesting a late hearing or failing to attend a hearing are compelling, the Grievances and Appeals Administrator or his/her designee will consider the written facts or circumstances submitted by the participant together with any documentary evidence in support of his/her request. The determination will be based on the following factors: (1) How quickly the participant has attempted to remedy the request/default; (2) the nature of the participant's explanation; (3) whether or not the participant could have prevented the untimeliness; and, (4) whether or not granting a late hearing/removing default would produce a harsh or unfair result. ***Please Note the review will be based solely on the documents***

submitted, no hearing will be scheduled to determine compelling circumstances.

Failure to receive the proposed termination notice or hearing notice will not be considered a compelling circumstance if the Participant did not receive the notice because of his/her failure to provide the BHA the correct and most current address. If the proposed termination /hearing notice was sent via certified mail and first class mail and is returned to the BHA with a return receipt indicating that delivery was attempted by USPS but that the addressee failed to pick up the certified mail AND the first class mail was not returned as undeliverable, the notice will be considered received and the BHA may terminate the subsidy..

(m) Effect of Decision.

(1) If the decision to terminate the Family's assistance is ***upheld***, the Family will no longer receive assistance under the section 8 program. The Leased Housing Division will promptly send the Owner and the Participant a notice of termination. There is no additional opportunity within the BHA to appeal the hearing officer's decision.

(2) If the decision to terminate the Family's subsidy is ***reversed***, the Family will continue to receive assistance under the Section 8 program and will be considered a tenant in good standing.

(3) The Administrator or his or her designee may find that the BHA is not bound by an informal hearing decision:

(i) Concerning a matter for which the BHA is not required to provide an opportunity for an informal hearing, or that exceeds the authority of the person conducting the hearing, or

(ii) Is contrary to HUD regulations or requirements, or otherwise contrary to federal, State or local law.

Under such circumstances, the Administrator or his or her designee will make the determination to continue or terminate Participant's assistance. The BHA will promptly notify the Participant of the determination, and of the reasons for the determination. There will be no further opportunity within the BHA to appeal the decision.

(4) The BHA may use its discretion to overturn a hearing that was "upheld" if the reason for termination was discretionary. If the BHA overturns an "upheld" hearing, it

does not have to meet the requirements listed in section l(3) above.

CHAPTER 14: Programs Administered by the Leased Housing Division and Special Housing Types

14.1 Family Unification Program

14.1.1 General Description

The Family Unification Program (FUP) is a program for Families referred to the BHA by the Department of Social Services (DSS). Once the Family is determined to qualify by DSS, the referral form for the Applicant is forwarded to the BHA. DSS provides the BHA with a completed Family certification form which will certify whether the lack of adequate housing is a primary factor in the imminent placement of a Family's child or children in out-of-home care or in the delay of reuniting a child or children who are in out of home care with the Family. The BHA will notify DSS when the waiting lists opens and DSS may refer Applicants to the waiting list at that time. See also section14.1.5.

14.1.2 Goals of the FUP

The goal of the FUP is to help Families within the child welfare system to find affordable and decent housing in a safe and supportive environment.

14.1.3 DSS Role in the FUP

The mission of the DSS is to protect children and provide preventative services which aid and support a Family environment. DSS experience indicates that housing is unequivocally a critical element to the stability of any Family. As part of the DSS role in protecting children who have been abused, DSS provides services which enable children to occupy a safe, caring home. Therefore, the DSS is pleased to commit the necessary resources to the FUP.

14.1.4 Placement Definitions that Qualify Families for FUP

The following definitions have been established to identify the Applicants who may be eligible to participate in the Family Unification Program.

(a) For families with children in placement:

(1) Children are in placement as documented by an “Authorization for Placement Services” provided by the Department of Social Services, or a private agency acting on behalf of the Department; and

(2) Children are remaining in placement due to lack of adequate housing as documented by the child's Family Assessment, the Service Plan, the Progress Supervisory Review Form, or other written documentation authorized by the area director; or

(3) Children are to be returned to the Family as documented by the Service Plan, where the return date is past or pending within 90 days, and lack of adequate housing is a documented barrier to the plan with respect to the reunification of Family in a residence/home.

(b) For families with children not in placement:

(1) Lack of adequate housing has been identified; and the Family is unable to find safe, decent and affordable permanent housing; the Family is at risk of out-of-home care for their children due to homelessness.

(2) Lack of adequate housing exists if the Family lives in substandard housing, the Family is homeless, the Family is displaced by Domestic Violence, or the Family is living in an Overcrowded Unit.

(3) A person who is imprisoned or otherwise detained pursuant to an Act of the United States Congress or a Federal or State Law will not be eligible to become a member of the Family Composition under the Family Unification Program.

14.1.5 Identifying Eligible Family Unification Program Families

DSS will identify Families who appear to meet the eligibility for the FUP. DSS will certify whether the lack of adequate housing is a primary factor in the imminent placement of a Family's child or children in out-of-home care or in the delay of reuniting children who are in out-of-home care with the Family. This certification form is completed by DSS. The certification is approved by a DSS supervisor and then forwarded to the Regional Office FUP Coordinator who will make the final determination of eligibility for the FUP. Once the Family is determined to qualify by DSS, the referral form for the Applicant is forwarded to the BHA. The BHA shall maintain a FUP waiting list. If all slots in the FUP are full, the Applicant/Participant is placed on the FUP waiting list according to the date and time of application. Such waiting list shall be closed if the BHA receives a sufficient number of Applicants to maintain an adequate waiting list and the BHA notifies Applicants that the waiting period has become excessive. The BHA will notify DSS when the waiting lists opens and DSS may continue to refer Applicants to the waiting list at that time. The BHA will make a determination of final eligibility for the Housing Choice Voucher Program for a FUP Applicant.

14.2 Non-Elderly Disabled Housing Program (Mainstream Program)

The Non-Elderly Disabled Housing Program (Mainstream Program) is designed to provide housing assistance in the form of a one-bedroom voucher to a Disabled Person who is under the age of sixty-two (62). In addition to Section 8

assistance, the BHA has created a network of services to aid Mainstream Program Applicants and Participants in their search for housing. These services include referrals to agencies within the Boston area who offer support such as housing search assistance, information on disability issues, and advocacy services for a Disabled Person.

A Mainstream Program Applicant will be required to verify their disability by presenting the Disabled Certification Form signed by a medical or rehabilitation professional or qualified non-medical service agency whose function is to provide services to the Disabled. The Applicant will also have to meet income guidelines set by the Section 8 program and must also be eligible for a one-bedroom Apartment under BHA Subsidy Standards. After all eligibility requirements for the Section 8 program and the Mainstream Program have been determined, an eligible individual is offered a Voucher to begin searching for housing. As a Reasonable Accommodation, Mainstream program Participants shall be offered a two-bedroom Voucher if the BHA approves the Participant's request for a Live-In-Aide as an exception to the BHA's Subsidy Standards.

An Applicant who meets the definition of a Disabled Person and qualifies for a one-bedroom Voucher will be taken in the order of the BHA waiting list (based on date and time of application). An Applicant will be required to complete the requisite certification form regarding the existence of a Disability. An Applicant on the waiting list will also be required to provide documented proof of their Priority status. Respondents to this notification will be placed onto a separate, Non-Elderly Disabled Housing Program waiting list. Such waiting list shall be closed if the BHA receives a sufficient number of Applicants to maintain an adequate waiting list. The BHA will give public notice in a local newspaper of general circulation, neighborhood newspapers, and also by Minority media whenever the BHA is opening the waiting list to Applicants and will state where and when to apply.

14.3 Family Self-Sufficiency (FSS) Program

14.3.1 Introduction

The BHA developed its FSS Program for current HCVP Participants. The FSS Program is voluntary and offers Families an opportunity to receive supportive services as they work towards economic self-sufficiency by building savings through an escrow account. The BHA surveys all HCVP Participants to determine interest in participating in the FSS program. An interested Participant will be given an opportunity to apply for the FSS Program.

14.3.2 Eligibility and Recruitment

The FSS Program is open to current HCVP Participants. The BHA periodically surveys all HCVP Participants to determine their interest in the program. To facilitate this effort, a brochure has been developed to promote the program. Leasing Officers discuss the availability of the FSS Program to Applicants/Participants when they attend their annual Recertification appointment. Applicants/Participants who indicate an

interest in the program are placed on a waiting list and invited to a group or individual information/intake appointment and provided with the opportunity to apply for the FSS Program. People will be invited in order, i.e. "first come, first served". When a participant in the BHA's Public Housing FSS program becomes a participant in the Housing Choice Voucher program via Super Priority they shall be permitted to transfer their FSS participation as well.

14.3.3 Individual Training & Service Plan (IT&SP) and FSS Contract

The BHA employs coordinators whose primary duties are to work with FSS Families. The FSS Coordinator performs a "needs assessment" of each Applicant in order to determine what services are necessary for the Family to achieve the goal of self-sufficiency. The Coordinator uses the "needs assessment" to develop an Individual Training and Service Plan (IT&SP) for the Family. This plan breaks the large goal of self-sufficiency into smaller interim goals and outlines the activities and services necessary, along with an estimated time frame to achieve these goals. Interim goals help the FSS Coordinator and the Family to measure success and are required by HUD regulations.

Upon completion of the IT&SP, the FSS Coordinator will prepare the Family's FSS Contract of Participation. The FSS Contract includes the effective date, term, responsibilities of the Family and BHA and provisions for establishing an escrow account. Both the Contract and the IT&SP are explained by the FSS Coordinator who also obtains any release of Information forms necessary to monitor the plan and contract. The IT&SP and FSS Contract are signed by both the Head of Household and the FSS Coordinator. The term of the FSS Contract is for five years and may be extended for up to two years.

14.3.4 Monitoring/Case Management

The FSS Coordinator monitors the IT&SP during the term of the FSS Contract and provides case management services. The FSS Coordinator links the Family with services and provides support to help the Family achieve its goals. Individual appointments are scheduled as necessary and the FSS Coordinator is also available by telephone for crisis intervention to help the Family achieve the goals set forth in the FSS Contract. FSS Participants are required to keep at least 2 appointments per year, although many Participants will meet with their FSS Coordinator on a much more frequent basis. Workshops are held for FSS Participants throughout the year and include topics such as budgeting, credit repair, homeownership and stress management.

14.3.5 Escrow Account

The FSS program requires establishment of an escrow account. The FSS Coordinator explains the process for creation and maintenance of the FSS escrow account during the initial intake/information session and

at the time of FSS Contract execution. The BHA uses Housing Assistance funds paid by HUD for the FSS Escrow deposits. The figures of Annual Income, Earned Income and Total Tenant Payment (TTP) on the FSS Contract of Participation become the baseline for future escrow calculations. If the Family's TTP increases due to an increase in earned income beyond the baseline figures, the difference is escrowed. When the BHA calculates that the FSS Participant is entitled to its first FSS credit (generally at the annual or interim re-certification), an escrow account will be established. The BHA will utilize an escrow account credit worksheet to calculate the amount to be deposited into the escrow account. The BHA is required to deposit all escrowed funds into a single depository account for the entire FSS Program so that the IRS will not count the funds or interest for purposes of income tax. Funds held by the BHA will be invested in HUD-approved investments specified in HUD Handbook 7475. FSS Participants will receive an annual report on the status of their escrow funds at the end of each fiscal year.

The amount in the FSS account, in excess of any money owed to the BHA, is paid to the Head of Household upon successful completion of the FSS Contract. The BHA may disburse a portion of the FSS account before the end of the Contract if the Participant has fulfilled certain interim goal(s) and the money is necessary for completion of the FSS Contract goals.

Escrow deposits are made by the BHA on the assumption of rent paid by the tenant. If a Family does not pay their rent to the their landlord the escrow funds may be forfeited because failure to comply with the lease is a Family obligation under the FSS program. Nonpayment of rent is grounds for terminating a Family's FSS participation and subsidy and forfeiture of the escrow. See section 13.2.1.

If a program Participant is terminated from the HCVP at any point during the term of the FSS contract, or if the Family is still receiving Temporary Aid for Needy Families (TANF) benefits at the end of the term of the Contract of Participation, the Family's accumulated escrow account will be returned to the BHA. The BHA will use such funds for HUD approved expenses and will be treated as additional program receipts.

14.3.6 Portability

Participating FSS Families are required to Lease an Apartment within the Commonwealth of Massachusetts for the first twelve months of the contract. After this period, a Family may utilize Portability. An FSS Family that chooses to move outside Boston must meet with the Coordinator to determine the best course for their FSS participation. The following options may be available:

The Family continues in the BHA's FSS Program if they are able to maintain services and activities outlined in the IT&SP.

The Family may enter the FSS Program of the Receiving Housing Authority if this option is available. The Family must demonstrate that they will be able to complete the FSS Plan in the new area. The Family would enter an FSS Contract with the Receiving Housing Authority for the term remaining on the Family's contract with the BHA. The BHA will then terminate its contract with the Family.

If the Receiving Housing Authority does not have a FSS Program, or has no opening within its FSS Program, or the Family decides not to continue in the FSS Program, the BHA will terminate its FSS Contract with the Family and any escrow funds will revert back to the BHA. To ensure continuity of service, the BHA will provide opportunities for FSS Program participation for a Family coming into Boston.

14.3.7 FSS Contract Compliance

The IT&SP will be monitored by the FSS Coordinator. A FSS Participant is required to meet with the FSS Coordinator at least once a year to determine if the Family is complying with their plan. A FSS Participant who has not kept an appointment with the FSS Coordinator for one (1) year will be placed on probation. A FSS Participant who does not keep appointments for two (2) years will be sent proposed termination notices from the program. An FSS Participant must comply with the terms of the Lease, including payment of their rent share to the landlord.

If the FSS Coordinator determines that the Family is not keeping appointments with the FSS Coordinator, is failing to actively participate in activities according to the time frames specified in their contract or if they are in violation of any provision of their contract of participation, a conference will be scheduled to discuss the violation(s). At the conference, the Coordinator, will attempt to resolve the matter by obtaining an understanding of why the Family is not in compliance and determine if adjustments to goals, services, and/or the timetables are necessary and/or appropriate in an effort to help the Family complete their FSS Contract. The Family will be advised that the FSS Contract can be terminated and any escrow funds will be forfeited upon further violations of the FSS Contract. In most cases, problems are resolved at this step. However, if the FSS Coordinator is unable to reach a satisfactory resolution with the Family, additional administrative action may be necessary.

If additional violations of the FSS Contract occur, or the conference does not successfully resolve the matter, the Coordinator will propose termination of the FSS Contract. A letter proposing termination will be sent to the tenant via Certified Mail. The letter will state the reason(s) for the proposed termination and inform the Participant that (s) he has the right to request a conference if there is disagreement regarding the termination. The Participant will be advised to put the request for a conference into writing within twenty (~~10~~20) days to the FSS Coordinator.

At the conference, the Family may state its objection to termination of its FSS Contract. The Coordinator will bring this information and recommendations to hi(s) her supervisor. After a review of this information by the supervisor, the Family will be notified in writing within ten (10) business days of the decision to terminate the FSS Contract or to further modify the plan. If the decision is to terminate, the Family will receive a 30-day notice of this action and will forfeit all funds in its escrow account.

The BHA will not terminate HCVP assistance because of the Family's failure to meet FSS responsibilities (see PIH notice 95-5). Section 8 assistance will be terminated only as provided by HUD and the BHA in the manner applied to all Section 8 subsidy holders.

14.3.8 FSS Contract Completion

Completion of the FSS Contract occurs when:

(a) The Family has fulfilled all of its responsibilities under the contract; or

(b) 30% of the Family's monthly-adjusted income is equal to or greater than the Payment Standard amount for the Unit size for which the Family is eligible, or the Gross rent for the Unit rented.

(c) At any time during the term of the contract of Participation, the BHA may determine that the Family has met its obligations under the FSS Contract. At that time, the amount in the Family's escrow account, less any amount owed to the BHA, will be paid to the Head of the Household.

(d) The BHA reserves the right to terminate the FSS Contract of Participation before its expiration date under the following circumstances:

(1) On determination that the Head of Household or participating Family member failed to fulfill the terms of the contract or any extensions thereof;

(2) The Family withdraws from the FSS Program;

(3) By mutual consent of both parties;

(4) For an act(s) that is/are deemed inconsistent with the purposes of the FSS Program;

(5) By operation of law; or

(6) When the participating Family is no longer receiving Section 8 assistance.

(7) The BHA may declare the Contract null and void if resources and services necessary to complete the contract are not available. If resources and services aren't available, can BHA may release the escrow to the tenant that has been accrued to date.

14.3.9 FSS Program Coordinating Committee

The BHA has brought together a variety of community agencies and private businesses to serve on the FSS Program Coordinating Committee. The Coordinating Committee works with the Service Coordinators to help identify and obtain services necessary to implement the program. The Coordinating Committee meets on a regular basis and the coordinators may consult with individual committee members between meetings. New committee members may be solicited from the community. The committee provides support and information to help the FSS Program serve as many families as possible.

14.4 Designated Housing Vouchers

Designated Housing Vouchers enable a non-Elderly Family with a Disabled Person, who would be eligible for public housing if occupancy were not restricted to Elderly families to lease safe, decent and affordable housing. These Vouchers also assist a Family affected by a BHA decision to designate their buildings as "mixed Elderly and disabled buildings" but demonstrate a need for alternative resources for a Family with a Disabled Person.

14.4.1 Families Eligible for Designated Housing

A Non-Elderly Family with a member who is Disabled Person that is income eligible and lives in public housing that has been designated for occupancy or is on the public housing waiting list, does not need to be listed on the BHA's HCVP waiting list receive HCVP assistance. Instead, these types of Families may be admitted to the HCVP as a Special Admission.

14.5 Skinner Program

In 1989 US District Court Judge Walter Skinner ruled against HUD and ordered the agency to design a program to "facilitate access to suburban housing opportunities for low-income minority households." As a result the federal government made a special award of Section 8 Vouchers to the BHA. The Vouchers, called Skinner Vouchers, are to be used specifically to help minority Families explore housing opportunities in non-minority areas. The Boston Fair Housing Commission (BFHC) is responsible for providing counseling services to Families in the Skinner program.

Admission under the Skinner Program is considered a Special Admission by HUD. The BHA will issue Skinner Vouchers, when available, to Families who meet the following criteria:

- Minority Head of Household
- At least one child under the age of 18
- Willing to move to a predominantly non-minority area in metropolitan Boston.

14.6 Special Housing Types

BHA will not permit the use of any special housing types other than those listed here.

14.6.1 Shared Housing

HUD defines Shared Housing as an Apartment 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 Family. A Voucher may be used in Shared Housing in accordance with 24 C.F.R. §§ 982.615-618.

Shared Housing permits the assisted Family to share a Unit with one or more assisted, or unassisted families. Zero and one-bedroom units are not eligible for Shared Housing assistance.

The Owner of a Shared Housing Unit may live in the Unit with the assisted Family and enter into a HAP Contract with the BHA provided that there is no blood, marital, or domestic partnership ties between the Owner and the assisted Family. Under no circumstances may housing assistance payments be made on behalf of an Owner. The BHA may approve a Live-In-Aide in Shared Housing and must approve one if a Disabled Person needs a Reasonable Accommodation to readily access and use the program.

(a) *Unit Requirements.* There must be a separate HAP Contract and Lease for each assisted family residing in a Shared Housing Apartment. The entire Apartment must pass HQS and additional BHA inspection standards and provide adequate space and security, for all its residents, not just for the assisted Family. There must be at least one private bedroom for each two members of the assisted Family and the number of bedrooms may not be less than the Family Unit Size. In addition to the private space for the assisted Family, the Apartment must have a living room, sanitary facilities in accordance with 24 C.F.R. § 982.401(b) and food preparation and refuse disposal facilities in accordance with 25 C.F.R. § 982.401(c). The Rent to Owner may not exceed the pro-rata portion of the Reasonable Rent for the Shared Housing dwelling Unit.

(b) *Payment Standard and Rent.* The Payment Standard for a family residing in a Shared Housing Unit is the lower of:

(1) The Payment Standard amount for the Voucher Size; or

(2) The pro-rata share of the Payment Standard amount for the size of the Apartment.

(3) Pro-rata share means the number of bedrooms for the private use of the assisted Family divided by the total number of bedrooms in the Unit. For instance, if the family required and had private use of three bedrooms in a five-bedroom Unit, then its Payment Standard would be the lower of:

(i) The 3 bedroom Payment Standard; or

(ii) Three- fifths of the 5 bedroom Payment Standard, or

(iii) Three-fifths of the Gross Rent.

The utility allowance is the pro-rata portion of the Utility Allowance for the Shared Housing Unit. Only the assisted Family gross income is used to determine the TTP. The TTP is subtracted from the Payment Standard, as determined above, to determine the maximum HAP. If the maximum HAP exceeds the pro-rata share of Rent to Owner, the Family may receive up to the difference as a pro-rata tenant-paid Utility Allowance.

(c) *Who may reside in Shared Housing?* Two or more Families assisted, or unassisted, by the BHA may enter into a Shared Housing arrangement provided that each family has private use of its Family Unit Size number of bedrooms.

14.6.2 Cooperative Housing

HUD defines a Cooperative as Housing owned by a 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 the management of the housing.

A Voucher may be used in Cooperative Housing in accordance with 24 C.F.R. § 982.619. The initial contract rent will be the monthly carrying charges under the Lease/Occupancy Agreement between the cooperative members and is subject to the BHA's Payment Standard limitations. The carrying charges consist of the member's proportionate share of the debt service, operating expenses and necessary payments to the reserve funds of the cooperative. Monthly carrying charges cannot include down payment or loan repayments to purchase membership shares.

14.6.3 Manufactured Home

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HUD defines Manufactured Home as a manufactured structure that is built on a permanent chassis, is designed for use as a principal place of

residence, and meets HQS as well as the following additional requirements. The Manufactured Home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. A tie-down device that distributes and transfers the loads imposed by the Unit to appropriate ground anchors to resist wind overturning and sliding must securely anchor the manufactured home.

A voucher may be used in a manufactured home in accordance with 24 C.F.R. §§ 982.620-624.

(a) *Payment Standard.* The Payment Standard for the space only is the lower of the space rent or 40% of the 2 bedroom FMR.

Space rent is the sum of the following as determined by the BHA:

(1) Rent to Owner for the manufactured home space;

(2) Owner maintenance and management charges for the space;

(3) The utility allowance for tenant paid utilities.

(b) *Required Forms.* The BHA shall use form HUD-52642, the Housing Assistance Payments Contract and form HUD-52642-A``, and the Tenancy Addendum for Manufactured Home Space Rentals.

14.6.4 Single Room Occupancy Housing

HUD defines Single Room Occupancy housing as a Unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A Voucher may be used in SRO housing in accordance with 24 C.F.R. §§ 982.602-605.

A separate Lease and HAP Contract must be used for each assisted person residing in a SRO.

The Payment Standard is the lower of the Rent to Owner or 75% of the BHA zero bedroom Payment Standard.

The utility allowance is 75% of the zero-bedroom utility allowance.

14.6.5 Group Homes

HUD defines a Group Home as 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 Disabled Persons (including anyLive-In-Aide). A Voucher may be used in a Group Home in accordance with 24 C.F.R. §§ 982.610-614 provided its use will make a difference to the individual; e.g., enable the Applicant to change and improve their housing situation.

An Applicant residing in a Group Home may not use a Voucher to Lease in-place if the primary change for the Applicant would be in the state or federal agency that is paying for his housing assistance.

A separate Lease and HAP Contract must be used for each assisted Family.

(a) *Rent.* The Rent to Owner may not exceed the pro-rata portion of the reasonable rent for the Group Home, i.e., dividing the number of persons in the assisted household by the total number of residents residing in the Group Home. If the Applicant will have private facilities, such as a private bedroom and sanitary facilities, the Family Unit size is one; otherwise the family Unit size is zero.

(b) *Payment Standard.* The Payment Standard is the lower of:

(1) The Payment Standard amount or

(2) The pro-rata portion of the Payment Standard amount on the BHA Payment Standard for the Group Home size.

(c) *Utility Allowance.* The utility allowance for each assisted person residing in a Group Home is the pro-rata portion of the Utility Allowance for the Group Home Unit size.

14.6.6 Congregate Housing

HUD defines Congregate Housing as housing for Elderly or Disabled Persons that meets the HQS for congregate housing.

A voucher may be used in Congregate Housing in accordance with 24 C.F.R. §§ 982.606-609 provided its use will make a difference to the individual; e.g., enable the Applicant to change and improve their housing situation.

A separate Lease and HAP Contract must be used for each assisted Family. The Payment Standard is the zero-bedroom Payment Standard amount or zero-bedroom exception Payment Standard amount, if any.

If there are two or more rooms in the Unit, not including kitchen or sanitary facilities, the Payment Standard is the one bedroom Payment Standard amount.

14.7 HUD-VASH Program

The BHA will administer the HUD Veterans Affairs Supportive Housing Vouchers ("HUD-VASH") in accordance with this Administrative Plan, 24 CFR part 982, and Docket No. FR-5213-N-01 and any subsequent notice, guidance, or regulation that amends or supersedes Docket No. FR-5213-N-01

14.7.1 Background

The HUD-VASH program combines the HCVP for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs ("VA") at its medical centers and in the community. Ongoing VA case management, health, and other supportive services will be made available to homeless Veterans through the Boston Veterans Affairs Medical Center ("VAMC").

14.7.2 Identification of HUD-VASH Vouchers

To ensure availability of a HUD-VASH voucher upon turnover, the BHA will maintain records that allow for the easy identification of all HUD-VASH vouchers. The BHA will also identify these families in the Public and Indian Housing Information Center ("PIC").

14.7.3 Family Eligibility and Selection

The VAMC will screen all Families in accordance with its screening criteria.

The VAMC will refer HUD-VASH eligible families to the BHA for the issuance of vouchers. The BHA will not maintain a waiting list for the HUD-VASH program and will not apply eligibility priorities or preferences to HUD-VASH Applicants.

The BHA shall not deny HUD-VASH applicants for any of the grounds listed in 24 C.F.R. 982.552 or 24 C.F.R. § 982.553 with the exception of 24 C.F.R. 982.553(a)(2)(i), which requires the denial of sex-offenders who have a life-time registration requirement.

14.7.4 Civil Rights and Reasonable Accommodation

Fair Housing requirements prohibit the discrimination on the basis of race, color, religion, sex, familial status, national origin, or disability. When Disabled Veterans are HUD-VASH recipients, reasonable accommodation standards apply. See also Section 1.2.4.

14.7.5 Income Eligibility

The BHA must determine the Income Eligibility for HUD-VASH Applicants in accordance with 24 C.F.R. § 982.201 and Section 5.5.1 of this Administrative Plan. The BHA is not required to include HUD-VASH vouchers in the income targeting requirements set forth at 24 C.F.R. § 982.201(b)(2) and Section 5.5.2 of this Administrative Plan.

14.7.6 Initial Term of the Voucher

The HUD-VASH voucher must have an initial search term of 120 days, which is the same as the initial search term required by this

Administrative Plan. See Section 7.2 for the policies regarding initial voucher term length and term extensions and suspensions.

14.7.7 Initial Lease Term

Initial lease terms may be less than one-year for HUD-VASH Participants.

14.7.8 Ineligible Housing

HUD-VASH Families will be permitted to live on the grounds of a VAMC. This effectively waives the regulation set forth at 24 C.F.R. §982.352(a)(5) which prohibits HCVP unit on the grounds of a medical, mental, or similar public or private institution.

14.7.9 Portability of HUD-VASH Vouchers

If the Family initially leases up, or moves under portability provisions, but the initial PHA's partnering VAMC will still be able to provide the necessary case management services due to the proximity to the partnering VAMC, the receiving PHA must process the move in accordance with the Portability procedures of 24 C.F.R. § 982.355 and those in Chapter 12 of this Administrative Plan. However, the receiving PHA must bill the initial PHA to comply with the record keeping requirements established above. The receiving PHA does not have the option to absorb the HUD-VASH Family.

When the receiving PHA completes the HUD-50058 under the scenarios above, the action type that must be recorded on line 2a is "1" for a new admission (a Family that is new to the HCVP) or "4" for a portability move-in (a Family that was previously leased up in the jurisdiction of the initial PHA). Whether the Family is a new admission or a portability move-in, in section 12 of the HUD-50058, line 12d is marked "Y," 12e must have an amount recorded, and 12f must include the initial PHA's code.

If a Family moves where it will not be possible for the initial PHA's partnering VAMC to provide case management services, the VAMC must first determine whether the HUD-VASH Family could be served by another VAMC that is participating in the program, and the receiving PHA must have a HUD-VASH voucher available for this Family. If the above conditions are met, the Families must be absorbed by the receiving PHA either as a new admission (upon initial participation in the HUD-VASH program) or as a portability move-in (after an initial leasing in the initial PHA's jurisdiction). Upon absorption, the initial PHA's HUD-VASH voucher will be available to lease to a new HUD-VASH eligible Family as determined by the partnering VAMC and the absorbed Family will count towards the number of HUD-VASH slots awarded to the receiving PHA.

When the receiving PHA completes the HUD 50058 under the scenarios above, the action type that must be recorded on line 2a is "1" for a new admission (a Family that is new to the HCVP) or "4" for a portability move-

in (a Family that was previously leased up in the jurisdiction of the initial PHA). Whether the Family is a new admission or a portability move-in, in section 12 of the HUD-50058, line 12d is marked "Y," 12e must be 0 since the Family must be absorbed, and 12f must be left blank.

14.7.10 Case Management Requirements

(a) The VAMC responsibilities include:

(i) Screening of homeless Veterans to determine eligibility for the HUD-VASH program as established by Veteran's Affairs national office;

(ii) Providing appropriate treatment and supportive services to potential HUD-VASH program Participants, if needed, prior to PHA issuance of rental vouchers;

(iii) Providing housing search assistance to HUD-VASH voucher holders;

(iv) Identifying the social service and medical needs of HUD-VASH Participants and providing, or ensuring the provision of regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout this initiative; AND

(v) Maintaining records and providing information for evaluation purposes, as required by HUD and Veterans Affairs.

(b) Participation Contingent on Case Management

As a condition of assistance, a HUD-VASH Participant must receive case management services as described above and the failure to participate in case services without good cause, is grounds for termination. HUD-VASH Participants will be required to acknowledge on an annual basis that housing assistance is conditioned on participation in case services. The case management requirement will be an addition to the Family Obligations described in section 13.5.

It is not grounds for termination if the VAMC determines that the Family no longer requires case management.

14.7.11 Transfer from HUD-VASH to Tenant-Based Assistance

If the VAMC determines that the Family no longer requires case management or the Veteran will no longer reside with the Family, the BHA may offer the Family a regular tenant-based voucher in the tenant-based program to free up the HUD-VASH voucher for another Family. The offer of tenant-based assistance is pending funding availability.

Receipt of a regular tenant-based voucher is subject to the eligibility requirements set forth in Chapter 5 of this Administrative Plan.

14.7.12 Project Based-Assistance of HUD-VASH Vouchers

The BHA, in conjunction with its partnering VAMC may project base HUD-VASH voucher assistance in accordance with 24 C.F.R Part 983.

(a) PBV Program Requirements

(1) All projects must be selected, developed and operate in accordance with PBV program regulations and as defined in Section 15 of this Administrative Plan, except as described below.

(b) VASH Program Requirements

(1) Tenants shall be selected in accordance with 14.7.3 of this Administrative Plan.

(c) Right to Move

(1) The family may terminate the assisted lease any time after the first year of occupancy. If the family has elected to terminate the lease in this manner, the BHA must 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 as defined in 24 CFR 983.3. Comparable rental assistance would be a subsidy or other means to enable a family to obtain decent housing in the PHA jurisdiction renting at a gross rent that is not more than 40 percent of the family's adjusted monthly gross income.

(2) However, before providing notice to terminate the lease (with a copy to the BHA), the family must contact the BHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If a voucher or other comparable tenant-based rental assistance is not immediately available, the BHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

(3) Continued Case Management Service Requirement

i. A HUD-VASH family must receive case management services from the VAMC or CBOC; however, a VAMC or CBOC determination that the participant family no longer requires case management is not grounds for termination of assistance. In such cases where a HUD-VASH family wishes to move from its PBV unit, at its option, the BHA may offer the family continued HCV

assistance through one of its regular vouchers to free up the HUD-VASH voucher for another eligible family referred by the VAMC or CBOC.

ii. Where case management is still required, tenant-based rental assistance will be limited to jurisdictions where VAMC or CBOC case management services are available as defined in section II.f. of the Operating Requirements and any other applicable notices.

(d) If no HUD-VASH voucher or comparable tenant-based rental assistance is available, the BHA must:

(1) If a HUD-VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA could require the family to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days;

(2) If a HUD-VASH tenant-based voucher is still not available after that period of time, the family must be allowed to move with its HUD-VASH voucher and the BHA would be required to replace the assistance in the PBV unit with one of its regular vouchers unless the BHA and owner agree to remove the unit from the HAP contract; and

14.7.13 Section Eight Management Assessment Program

Unit months and budget authority associated with HUD-VASH vouchers will not be included in the SEMAP leasing indicator denominator because they are dependent on referrals from VAMC. Utilization of these vouchers will be monitored separately.

14.7.14 Reporting Requirements

The code “VASH” must be used in section 2n of the HUD-50058 form to indicate that the Family is a HUD-VASH Participant. The “VASH” code must remain on the HUD-50058 for the duration of the Family’s participation in the HUD-VASH program.

14.8. Emergency Housing Vouchers

BHA will administer the Emergency Housing Vouchers (EHV) in accordance with PIH notice 2021-15 and any subsequent notice, guidance, or regulation that amends or supersedes it.

14.8.1 Background

Section 3203 of the American Rescue Plan Act (ARP) enacted March of 2021 appropriated funding for the EHVs. EHVs are to assist individuals and families who are experiencing homelessness; at risk of

experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

14.8.2 Required partnerships with the CoC and other organizations for direct referrals and services

The BHA will administer the program in partnership with the City of Boston COC and any other COC partnering organizations where necessary. The COC will perform initial eligibility screening and will directly refer eligible applicants to the BHA. The COC will utilize the City of Boston Coordinated Entry (CE/CAS) system for all referrals.

14.8.3 Family Eligibility and Selection

The COC will screen all Families in accordance with its screening criteria. In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

a. Homeless. Individuals and families who are homeless.
The meaning of "homeless" is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

Homeless means:
(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
(i) 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;
(ii) 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
(iii) 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.
(2) An individual or family who will imminently lose their primary nighttime residence, provided that:
(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
(ii) No subsequent residence has been identified; and

(ii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

b. At risk of homelessness. Individuals or Families who are at-risk of homelessness. The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

At risk of homelessness. (1) An individual or family who:
(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

c. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from

further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

Domestic violence includes felony or misdemeanor crimes of violence committed by:
a. a current or former spouse or intimate partner of the victim (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),

b. a person with whom the victim shares a child in common,
c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating violence means 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:
1. The length of the relationship;
2. The type of relationship; and
3. The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means 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.
Human trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:
Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

d. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. Individuals or families who are recently homeless. This category is composed of individuals and families determined by the CoC or it designee to meet the following definition.

Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.
Individuals and families classified as recently homeless must be referred by the CoC or its designee.

14.8.4 Screening requirements

(a) Mandatory Prohibitions
  (1) Conviction of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
  (2) Lifetime registration requirement as a sex offender

(b) Permissive Prohibitions
  (1) If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months Violent criminal activity or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity
  (2) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
  (3) If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months

14.8.5 Income Eligibility

The BHA must determine the Income Eligibility for EHV Applicants in accordance with 24 C.F.R. § 982.201 and Section 5.5.1 of this Administrative Plan.

14.8.6 Initial Term of the Voucher

The EHV voucher must have an initial search term of 120 days, which is the same as the initial search term required by this Administrative Plan. See Section 7.2 for the policies regarding initial voucher term length and term extensions and suspensions.

14.8.7 Initial Lease Term

Initial lease terms may be less than one-year for EHV Participants, regardless of whether the shorter term is prevailing market practice (HUD waiver of 24 C.F.R. 982.309 (a)(2)(ii).

14.8.8 Portability of EHV Vouchers

The normal HCV portability procedures and requirements generally apply to EHVs with the following exceptions.

a. *No prohibition on portability for non-resident applicants*

Under the HCV program, if neither the household head nor spouse of an assisted family already had a “domicile’ (legal residence) in the jurisdiction of the PHA at the time the family first submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a “non-resident applicant.” The initial PHA may choose to allow portability during this period but is not required to do so.

In order to provide maximum housing choice for the targeted populations, HUD is removing this restriction for EHV nonresident applicants to allow all EHV families to immediately move under portability. Accordingly, HUD is waiving section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and § 982.353(c). The PHA may not restrict an EHV family from exercising portability because they are a non-resident applicant.

b*. Portability billing and absorption*
A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA does or does not currently administer EHVs under its own ACC.

If the EHV family moves under portability to another PHA that administers EHVs under its own ACC:

1. The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If the PHA does not have an EHV available to absorb the family, it must bill the

initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.

2. Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA's EHV policies, although neighboring PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one another to align EHV policies and help facilitate EHV portability moves between their jurisdictions.

If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

c. Family briefing/initial PHA and receiving PHA coordination on services
In addition to the applicable family briefing requirements at § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family. (Further information on this subject is provided in subsection d below.)

d. EHV portability – HAP and EHV administrative fees

1. HAP and ongoing fees
The requirements at 982.355(e) apply to portability billing arrangements on behalf of an EHV family:

i. The initial PHA must promptly reimburse the receiving PHA for the full amount of the housing assistance payments made by the receiving PHA for the family.

ii. The initial PHA must promptly reimburse the receiving PHA for the lesser of 80% of the initial PHA's EHV ongoing administrative fee or 100% of the receiving PHA's ongoing administrative fee (or the receiving PHA's EHV ongoing administrative fee if the receiving PHA administers the EHV program). If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

2. Services Fee Funding:
If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family,

the receiving PHA may be compensated for those costs by the initial PHA. This is the case regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up.

If the receiving PHA administers EHVs under its CACC, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance. If the receiving PHA does not administer EHVs under its CACC, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving the PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA.
The amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or $1750, unless the initial PHA and receiving PHA mutually agree to change the $1750 cap.

3. Placement fee/issuance reporting fee:

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee, as applicable.

Note that the entire preliminary fee is always paid to and retained by the initial PHA and is not impacted by an EHV portability move.

14.8.9 Housing Search Assistance Requirements

(a) The PHA must ensure that Housing Assistance search is available to EHV families during their initial housing search. The assistance may be provided by the PHA directly or through the COC or another partnering agency or entity.
(b) Housing Search Assistance is a broad term which can include many activities, but with respect to this requirement it must be at a minimum
    (1) Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low poverty neighborhoods;
    (2) Provide transportation assistance and directions to potential units,
    (3) Conduct owner outreach,
    (4) Assist with completion of rental applications and PHA forms, and
    (5) Help expedite EHV leasing process for the family.

(c) Recommended Housing Search activities

Helping individual families identifying barriers to leasing (e.g. low credit score, eviction history) and strategies to address these barriers to leasing, workshops on how to conduct an effective housing search, enhanced support for portability processing, regular proactive check-ins for expiration date and extension policies, and a dedicated landlord liaison for EHV voucher families. The PHA may use any of the EHV administrative fees (including the services fees) described in Section 6 of the EHV notice.

14.8.10 Payment Standard Amounts

The Payment Standards for the EHVs will be the same as all other HCVs**.**

CHAPTER 15: HOMEOWNERSHIP OPTION

15.1 INTRODUCTION

The BHA's Section 8 Homeownership Option of the Housing Choice Voucher Program ("homeownership program" or "homeownership assistance") is designed to promote and support homeownership by a "first-time" homeowner—a Family that moves for the first time from rental housing to a Family-owned Home. Under the Homeownership Program, HCVP Assistance payments supplement the Family's own income to facilitate the transition from rental to homeownership. The initial availability of assistance payments may also provide additional assurance to lenders.

The BHA's Section 8 Homeownership program is generally limited to First-Time Homeowners who are currently Participants in the Section 8 Tenant-Based Program. At the initial briefing of Section 8 Participant Families, the BHA will inform the Participant Family of the homeownership option. Family participation in the Homeownership program is voluntary. However, the BHA may limit the number of homeownership families, and there are statutory Family eligibility requirements such as a minimum level of income and a history of full-time employment. (The employment history requirement is not applicable to Elderly and Disabled families, and there is a modified income requirement for Elderly and Disabled families.)

The BHA has chosen to require participation in the Family Self-Sufficiency (FSS) program as a criterion for eligibility unless the Family qualifies for a waiver. See also section 14.3. Participation in the FSS Program is open to all Section 8 Participants. Requests for an exception to the FSS requirement will be evaluated on a case-by-case basis. Families requesting a waiver must meet all other eligibility criteria, including income and employment requirements. Participation in the FSS Program may also be waived if necessary as a Reasonable Accommodation for a Disabled Person.

Once a Family has been determined by the BHA to be preliminarily eligible for Homeownership assistance, the Family must attend pre-purchase homeownership counseling sessions conducted by another entity such as a HUD- and BHA-approved housing counseling agency and FSS counseling sessions conducted by BHA staff.

If determined eligible for a Homeownership Voucher, the Family will then arrange for an independent home inspection, and seek to obtain financing. Homeownership assistance will begin when the Family purchases the Home and after all of the requirements of the homeownership program are met.

All civil rights laws applicable to the Section 8 Housing Choice Voucher Program are applicable to the homeownership program. The BHA must comply with all equal opportunity and nondiscrimination requirements imposed by contract or Federal law. In addition, the BHA may not steer families to particular units or neighborhoods. Further, as in the tenant-based rental Voucher program, the BHA must provide assistance to expand housing opportunities.

If a Family includes any Disabled Person, the BHA will take appropriate steps to ensure effective communication with such Family in accordance with 24 C.F.R. part 8 and to provide Reasonable Accommodation. Except as otherwise provided, no Disabled Person shall be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because the BHA's facilities are inaccessible to a person with a disability. Accessibility for the hearing impaired is provided by the TDD/TDY telephone number. The BHA will also take reasonable steps to insure effective communication with people with limited language or English ability.

The process for submitting applications or any other documents required for participation in the BHA's programs shall be accessible to all persons. All communications that are part of the process should be in plain language that the applicant can understand, in a form that is appropriate to meet the needs of the person with a disability. If necessary, a format other than written documents will be used. The BHA shall also prepare such documents in clear and simple language, to the extent possible, to assist persons with learning and cognitive disabilities. If requested by persons with such disabilities, BHA staff will explain written material verbally, and possibly more than once, and if necessary, assist the individuals or obtain assistance for them in filling out any necessary forms.

The BHA shall furnish appropriate auxiliary aids (e.g., qualified sign language and oral interpreters, readers, use of taped materials) where necessary to facilitate communication with an individual who has a disability. Auxiliary aids shall be furnished in a timely manner. If a Participant requests an extension of any deadline because of a delay in providing effective communication, such a request shall be considered. The BHA is not required to provide personal items such as hearing aids, magnifying eyeglasses, or readers for personal study.

15.1.1 Why Participation in the Family Self-Sufficiency Program?

The goals of the Homeownership Option are two-fold: to help families achieve the dream of homeownership and to assist them in sustaining this dream for the long term. Participation in the FSS Program is a requirement for Applicants who do not meet the FSS waiver requirements of the Homeownership program because it is an excellent way to establish the financial foundation necessary for owning a Home. The path to homeownership begins where the FSS Program begins: with a realistic assessment of income, savings and credit status. Furthermore, the escrow account component of the FSS Program allows low-income families to accumulate substantial savings over the term of their contract as their income increases.

The homebuyer counseling portion of the FSS Program includes in-depth, ongoing sessions on the home buying process including the purchase and sale, the role of the lender, etc. The sessions will feature guest speakers from lending institutions, attorneys, housing inspectors and appraisers, as well as FSS "graduates" who have purchased homes.

The FSS/ Homeownership Counseling will offer long-term assistance to families, enabling them to:

- Build a good job history
- Minimize their debt
- Preserve a good credit rating
- Accumulate adequate savings

Homeownership may provide many individual opportunities for Participant families but it will require that a Family commit to building a strong financial foundation on which those opportunities are preserved for an extended period of time. The Department of Housing and Urban Development (HUD) emphasizes the need for adequate counseling assistance under this program as the regulations only allow the Family to have one chance at receiving homeownership assistance. HUD regulations state that the Family is not eligible if any Family member has previously received homeownership assistance and defaulted on a mortgage.

Initial eligibility for the BHA Section 8 Voucher program has historically been based on the Family's status both as "low income" and "homeless or imminently in danger of homelessness". Thus, families begin participation in the Section 8 program with incomes that are woefully inadequate in terms of qualifying for a mortgage. Additionally, families who are new to the Section 8 program are initially striving to stabilize their families and recover from the housing-related emergency that qualified them for the program. Hence, families are generally not prepared to provide potential lenders with a good work history, credit report and evidence of savings. These things take time to build.

The FSS Program is a perfect fit with the Homeownership program as it combines the Family's plan to achieve clearly articulated financial goals with the opportunity for homeownership. The ultimate goal for most current FSS Program Participants already under a 5-year FSS Individual Training and Service Plan contract is homeownership.

Several FSS Participants have successfully purchased housing after successfully completing their FSS Contract. All of these families left Section 8 assistance and became private homeowners. Many of these successful homebuyers required more intensive assistance than the average homebuyer and have recommended that Section 8 families contemplating homeownership be offered a year or more of counseling. The Neighborworks Network's 2001 report "Using Section 8 Vouchers for Homeownership", recorded the following comments regarding the FSS Program:

- Counseling for Section 8 Homeownership can take up to three times longer than for a traditional first-time homebuyer. The counseling needed is intense and usually takes the form of one-on-one assistance.

- Involvement in the FSS Program is key to creating strong borrowers.

- Due to FSS participation and an FSS escrow account a Family may have a substantial down payment.

Homeownership is a nearly universal goal for most Americans. Unfortunately, many low income families who have been left out of the American economic mainstream may not realize the enormous responsibilities, expenses, and realities that homeownership involves, especially in a tight housing market. FSS, with its emphasis on goals that move people into employment and help families improve their financial situations, is a natural link between Section 8 families and homeownership.

15.1.2 Keys to a Successful Section 8 Homeownership Program

Education - The BHA program will work with families very early in the process to alert them to potential barriers to homeownership, and assist families to develop and execute a plan to address those barriers.

Partnerships - The BHA FSS/Homeownership counseling program will leverage local resources. Partnerships between the public and private sectors will enable families to access funds for down payment and closing costs, attend consumer counseling courses to improve credit, and utilize career counseling services to improve income.

15.2 Eligibility

15.2.1 How to Qualify for Homeownership Assistance

To qualify for assistance under the homeownership option, a Family must meet the general requirements for admission to the BHA's Section 8 tenant-based Voucher program and additional requirements for homeownership assistance (See 24 C.F.R. § 982.627). The BHA may not provide homeownership assistance for a Family unless the BHA determines that the Family satisfies all of the following initial requirements at commencement of homeownership assistance for the Family:

(a) The Family satisfies the minimum income requirements described in 24 C.F.R. § 982.627(c);

(b) The Family satisfies the additional income requirements set by the BHA to obtain a waiver from participation in the FSS Program. The additional income requirements are as follows:

(1) Participant Family must be above 50% median income;

(2) Must have at least two years of continuous employment

(3) Must have a down payment (3% total and 1% must be from the Family's own funds)

(c) The Family satisfies the employment requirements described in 24

C.F.R. § 982.627(d);

(d) The Family has not defaulted on a mortgage securing debt to purchase a Home under the homeownership option (see 24 C.F.R. § 982.627(e);

(e) No Family member has a Present Ownership Interest in a residence at the commencement of homeownership assistance for the purchase of any Home, except for Cooperative Members who have acquired Cooperative Membership Shares prior to the commencement of homeownership assistance;

(f) The Family has entered into a contract of sale/purchase and sales agreement in accordance with 24 C.F.R. § 982.631(c), except for Cooperative Members who have acquired Cooperative Membership Shares prior to the commencement of homeownership assistance.

15.2.2 Family be a First-Time Homeowner

To qualify as a “First-Time Homeownerr,” no member of the assisted Family may own or have owned a Present Ownership Interest in a residence of any Family member during the three years preceding the commencement of homeownership assistance for the Family (regulatory definition at 24 C.F.R. § 982.4; statutory definition at 42 U.S.C 1437f(y)(7)(A)). Such interest includes ownership of title or of Cooperative Membership Shares. However, an assisted Family that meets the regulatory definition of "Cooperative Member" found at 24 C.F.R. § 982.4, qualifies to participate in the Section 8 homeownership program under the regulation regarding First-Time Homeowner requirements found at 24 C.F.R. § 982.627. The right to purchase title under a Lease-purchase agreement does not constitute a prohibited Present Ownership Interest. The term First-Time Homeowner includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse, and includes a Disabled Family, and participation in the Homeownership program is needed as a Reasonable Accommodation so that the program is readily accessible to, and usable by, a Disabled Person.

The restriction to “first-time” homeowners is intended to direct homeownership assistance to “new” homeowners who may be unable to purchase a Home without this assistance, but to discourage use of Section 8 subsidy on behalf of families who have achieved homeownership independently, without benefit of the Federal Section 8 subsidy.

In addition, the BHA may not commence homeownership assistance for a Family if any Family member has previously received assistance under the homeownership program and has defaulted on a mortgage securing debt incurred to purchase the Home. See 24 C.F.R. § 982.627(e).

The Section 8 Homeownership program authorizes homeownership assistance for a Family that "owns or is acquiring shares in a Cooperative." The program allows assistance for a Family that already owns Cooperative shares in the Unit in which the Section 8 Homeownership assistance will be utilized before commencement of Section 8 homeownership assistance, not just for a Family that acquires the Cooperative shares for the first time with the support of such assistance.

The Section 8 Homeownership Program also permits the use of Section 8 homeownership assistance by a Family that purchases a Home that the Family previously occupied under a "Lease-purchase agreement"--generally a Lease with option to purchase. The Housing Assistance Payment for a Lease-purchase Unit may not exceed the amount that would be paid on behalf of the Family if the rental Unit was not subject to a Lease-purchase agreement. Any "homeownership premium" included in the rent to the Owner that would result in a higher subsidy amount than would otherwise be paid by the BHA must be absorbed by the Family. "Homeownership premium" is defined as an increment of value attributable to the value of the Lease-purchase right or agreement such as an extra monthly payment to accumulate a down payment or reduce the purchase price. Families are permitted to pay an extra amount out-of-pocket to the Owner for purchase related expenses.

Lease-purchase agreements are considered rental, and all the normal tenant-based Section 8 rental rules are applicable. The Family will be subject to the Homeownership regulatory requirements at the time the Family is ready to exercise the homeownership option under the Lease-purchase agreement. At that point in time, the BHA will determine whether the Family is eligible for Section 8 homeownership assistance (e.g., whether the Family meets the income and employment thresholds and any other criteria established by the BHA).

15.2.3 Minimum Income Requirement

To enter the HCVP, a Family must be income-eligible (i.e., below the maximum income cutoff). However, to qualify for the Homeownership option in the Voucher program, the Family must demonstrate sufficient income to meet a minimum income standard, which is intended to assure that a Family will have sufficient income to pay homeownership and other Family expenses not covered by the Section 8 subsidy.

The Section 8 Homeownership program provides that a Family may not receive homeownership assistance unless the Family demonstrates that gross annual income of the adult Family members who will own the Home is not less the federal minimum multiplied by 2,000 hours. The adult Family members who will own the Home at the commencement of the homeownership assistance (not only the Head of Household and spouse) (excluding income from any person who is not an adult and Owner) must have annual income (gross income) that is not less than the minimum income requirement.

In the case of a Disabled Family (but not an Elderly Family) the minimum annual income shall be the monthly federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by 12.

Any minimum income requirement will only be applied to determine initial qualification to purchase a particular Home, not as a continuing requirement. The minimum income requirement will only apply again if the Family purchases a subsequent Home with Section 8 homeownership assistance.

The income counted in meeting any minimum income requirement under the homeownership program must come from sources other than Welfare Assistance. The BHA may limit homeownership assistance to families with substantial non-welfare income available to pay housing and non-housing costs. However, the law provides that HUD may count Welfare Assistance in determining availability of Voucher homeownership assistance for an Elderly or disabled Family (in which the Head of Household or spouse is an Elderly or Disabled Person). The term "Welfare Assistance" is defined in HUD's regulations at 24 C.F.R. § 5.603 or any succeeding provision, and includes welfare or other payments to individuals or families, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments, such as Temporary Aid to Needy Families (TANF), or Supplemental Security Income (SSI).

The requirement to disregard Welfare Assistance income only applies in determining whether a Family has the minimum income to qualify for homeownership assistance. However, Welfare Assistance income is counted for other program purposes: in determining income-eligibility for admission to the Voucher program; in calculating the amount of the Family's Total Tenant Payment (gross Family contribution); and in calculating the amount of the monthly homeownership assistance payment for a Family assisted under the homeownership program.

For an Elderly or Disabled Family, the BHA will count Welfare Assistance income of the adult Family members who will own the Home in determining whether a Family has the minimum income to qualify for homeownership assistance. This requirement to count Welfare Assistance in determining whether a Family has the minimum income to qualify for homeownership assistance only applies, however, to Families that satisfy the statutory definition of an Elderly or Disabled Family. The requirement to count Welfare Assistance income does not apply in the case of a Family that includes a Disabled Person other than the Head of Household or spouse (and where the Head of Household or spouse is not Elderly or Disabled).

Notwithstanding the minimum income requirement as set by law, the decision as to whether or not a Family actually qualifies for and obtains financing based upon its income is left to the discretion of the lender.

15.2.4 Family Employment

Except as provided by HUD, at the time that the Family initially receives homeownership assistance, the Family must demonstrate that one or more adult members of the Family who will own the Home at commencement of homeownership assistance:

- Is currently employed on a full-time basis (the term “full-time employment” is defined to mean not less than an average of 30 hours per week); and

- Has been continuously so employed during the year before commencement of Homeownership assistance for the Family.

The BHA has the discretion to determine whether (and to what extent) an employment interruption is considered permissible in satisfying the employment requirement (e.g. maternity leave, or other leave authorized by federal and/or state law). The BHA may consider successive employment during the one-year period and self-employment in a business.

The employment requirement does not apply to an Elderly Family or a Disabled Family.

15.2.5 Participation in the BHA’s Family Self-Sufficiency Program

The BHA has chosen to require FSS Program participation as a prerequisite to participation in its Homeownership Program unless Participants receive a waiver to FSS participation. Requests for an exception to this policy will be evaluated on a case-by-case basis. Families requesting an exception must still meet all other eligibility criteria, including income and employment requirements. The requirement may also be waived if necessary as a Reasonable Accommodation for a Disabled Person.

Participation in the Family Self-Sufficiency Program is voluntary for Section 8 Participants; current Participants in the Section 8 Voucher program are eligible. The Family Self-Sufficiency Program is designed to promote employment and increase savings among families receiving Section 8 assistance. The Center on Budget and Policy Priorities has referred to it as “HUD’s Best Kept Secret for Promoting Employment and Asset Growth”.

There are two main components to FSS: case management and an escrow savings account.

(a) Case Management

Each FSS Family works with a case manager who develops an Individual Training and Service Plan and Contract that outlines how the Family will achieve and maintain economic self-sufficiency. Adult Family members who are parties to the FSS contract must obtain and maintain full-time (at least 30 hours per week) employment. No one in the Family may receive public assistance for at least the last year of the five-year contract. The case manager can help the Family access supportive services to help them achieve success in their plan. The services may include referrals for job training, education, healthcare, childcare and transportation assistance. In addition, the FSS Program provides workshops and training sessions on various money management skills including credit education and budgeting.

(b) Escrow Account

A Participant in the FSS Program, like most tenants in public or assisted housing, must pay a higher share of the rent when her/his income increases. Unlike other tenants, the FSS Participant, depending on their income, will have most or all of the increased rental charges put into an escrow savings account. The increased rental charges, plus interest, will be returned to the Participant upon successful completion of the program.

(c) How the FSS Escrow is Calculated

If an FSS Participant receives $400 per month in TANF benefits when she enters the program, and after completing a training program gets a job that pays $1,000 per month (and causes her to lose her TANF benefits), 30% of the increased income (i.e., 30% of $600, which is $180) is deposited in the FSS escrow account each subsequent month. If the Participant's earnings increase again during the FSS contract, the escrow deposit will increase as well. For example, if her earnings increase to $1,200 per month, the escrow deposit will increase to $240 per month (i.e., 30% of $800, the difference between her initial income and her total earnings). If this Participant worked for 18 months at the initial salary and three years at the increased rate of pay before completing her FSS contract, she would accumulate a total of $11,880 in her escrow account (18 months at $180 per month and 36 months at $240 per month). Barbara Sard "*The Family Self Sufficiency Program,*" Center on Budget and Policy Priorities. Page 4.

15.2.6 Other Eligibility Criteria

In addition to the above requirements, to qualify for the BHA's Section 8 Homeownership Program, applicants must:

(a) Be a Participant in good standing in the BHA's Section 8 tenant-based assistance program. (See glossary for definition of a

Participant in Good Standing.) The BHA will determine the BHA Homeownership Program eligibility of families with Homeownership Vouchers from other PHAs according to all of the BHA's homeownership program policies, as long as the BHA is still accepting new families into its homeownership program.

(b) Have a Section 8 Voucher issued from Boston Housing Authority.

(c) Be a current Participant in, or have successfully completed, the Boston Housing Authority's Section 8 FSS program. If the Family has completed the FSS Program, eligibility would depend on the Head of Household maintaining full-time employment (not required for Disabled Families), and no non-disabled member of the Family receiving public assistance other than Section 8.

(d) Have successfully completed First-Time Homebuyer Education Classes provided by the City of Boston's Department of Neighborhood Development or an equivalent program approved by the BHA.

(e) Have successfully completed the FSS homeownership counseling courses.

(f) Have at least one percent (1%) of the purchase price for a down payment, which must come from the Family's own resources and may include funds from an FSS escrow account, plus a total of three percent (3%) of the purchase price for a down payment which may include grants from public or private agencies.

(g) Have been receiving Section 8 tenant-based rental assistance through the BHA or another PHA for a minimum of one year.

(h) Agree to use the Home purchased with homeownership program assistance as the only residence.

Eligibility will be determined through the application process.

15.3 Application Process

Final applications for the homeownership program will be given to interested and preliminarily qualified applicants upon request. Completed final applications will be reviewed for eligibility status. If an applicant is deemed ineligible and is denied, the BHA will afford the Family the right to an informal review regarding such denial.

If deemed eligible, the Family will be invited to an informational meeting organized by the FSS Program Coordinator. At this informational meeting, the following timeline will be explained:

- Step 1: Applicants are invited to an informational meeting and are advised of BHA approved first time homebuyer education classes available in the next

eight (8) weeks.

- Step 2: The next step in the process will involve a six (6) to twelve (12) month FSS homeownership counseling course conducted by the BHA FSS Coordinator. At this step an FSS Individual Training and Service Plan and Contract is developed for each Family to address problems for the Family to correct such as poor credit history, low household income or other barriers to obtaining an adequate mortgage. This step may occur simultaneously with the classes described in Step 1.

- Step 3: After successfully completing a qualified first-time homebuyer courses and additional FSS counseling courses, the applicant should pre-qualify for a mortgage. After the applicant presents a certificate of completion of BHA-approved homebuyer classes to the FSS Coordinator the BHA will issue the applicant a homeownership "Voucher". Once an applicant is issued a homeownership "Voucher", the applicant may start to look for a Home to purchase.

15.4 Homeownership Counseling

Experience with low-income homeownership programs has demonstrated that quality counseling is imperative for successful homeownership and prevention of mortgage defaults. In addition, counseling will assist families in making informed decisions when selecting the Home they wish to purchase.

Qualified applicants in this program must participate in and satisfactorily complete a qualified BHA approved first-time homebuyer classes before commencement of homeownership assistance. Suggested topics for the BHA-required pre-purchase counseling program include:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a Home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a Home, including information about homeownership opportunities, schools, and transportation in the BHA's Jurisdiction;
- 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; and
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and Information about the Real Estate Settlement Procedures Act ("RESPA") (12 U.S.C. § 2601, et seq.), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The BHA may adapt subjects covered in pre-assistance and pre-purchase FSS counseling to local circumstances and the needs of individual families. The BHA

will also require program Participants to attend ongoing post-purchase counseling after commencement of homeownership assistance.

The counseling will be provided by another entity such as a BHA- and HUD-approved housing counseling agency. HUD-approved housing counseling agencies provide free counseling. The HUD field office will provide the BHA with a list of the HUD-approved counseling agencies. If an applicant does not attend a HUD-approved housing counseling agency to provide the counseling for families participating in the homeownership program, the BHA will ensure that any BHA-approved counseling program is consistent with the homeownership counseling provided by the HUD-approved counseling agencies.

First-time homebuyer class time must exceed 10 hours. Attending all classes, arriving on time, completing all assignments and fulfilling all requirements will lead to successful completion. For a Family with multiple adult members, all adults who will hold title to the property purchased through the program must attend all pre-purchase classes. The Family member(s) may attend separate sessions, and finish the program on different timetables, as their schedules permit. The BHA does not provide childcare assistance.

A qualified class must have been completed in the six (6) months prior to the BHA's issuance of the homeownership "Voucher". If an applicant has completed a qualified course more than six months prior to the issuance of the homeownership "Voucher", the applicant must provide the BHA with proof that the applicant's certificate of completion has not expired, or that the applicant has renewed such certificate by taking a BHA-approved "refresher" course.

15.5 Briefing Session

After the BHA has determined an applicant finally eligible to participate in the Homeownership program, the BHA will conduct a briefing session at which time it will issue applicants a homeownership "Voucher". This homeownership "Voucher" will be issued according to the BHA's Family Unit Size Subsidy Standards which are applicable to the Housing Choice Voucher Program. At this briefing session, the BHA must advise the Family of any deadlines on locating a Home, securing financing, and purchasing the Home. In establishing such time limits, the BHA should ensure that a Family who has executed a sales contract is provided reasonable time to close on the purchase of the Home.

The BHA briefing for both rental and homeownership families will explain:

- Where the Family may Lease or purchase a unit;
- How Portability works (if the Family qualifies to Lease or purchase a Unit outside the BHA Jurisdiction under Portability procedures); and
- The advantages of moving to an area that does not have a high concentration of poor families (if the Family is currently living in a high poverty census tract within the Jurisdiction of the BHA).

Further, if the Family includes any Disabled Person or a person with limited

English ability, the BHA will take appropriate steps to ensure effective communication during the briefing in accordance with 24 C.F.R. § 8.6.

15.6 Homeownership Voucher Term

Upon issuance of Section 8 Homeownership "Voucher", the Family will have 180 days to enter into a Purchase and Sales Agreement. In the event a Family cannot find a Home that meets their needs in the allotted 180 days, BHA will determine if an extension should be granted. The extensions will be determined on a case-by-case basis.

15.7 Requirement for an Attorney and Recommendation for a Buyer's Agent

The BHA requires that all homeownership program families contract with an attorney prior to the execution of a Purchase and Sales Agreement. The BHA also recommends that families contract with a buyer's agent early in the process of searching for a Home. The attorney and, if applicable, the buyer's agent will ensure that the Family is protected in all aspects of house hunting and the transactions that follow.

15.8 Eligible Homes

The BHA will administer the Homeownership voucher for a Family that purchases a home within the area that the BHA administers. The Home must be the Family's only residence and be a single Family Home with only one Unit, Cooperative, or condominium. The Family must be prepared to own and reside in the home for a minimum of one year.

The Family may look outside of the City of Boston. Families may search for Homes in other communities in the area in which the public housing agencies (PHAs) offer the Section 8 Homeownership Program and are accepting new Families in to their program. A list of cities and towns with homeownership programs will be provided to applicants when the homeownership "Voucher" is issued.

In general, the Portability procedures for the Housing Choice Voucher Program apply to the homeownership program. When a Family that has a homeownership Voucher from another public housing authority chooses to purchase a Home in Boston, the BHA will evaluate that Family according to all of the BHA's homeownership program policies, as long as the BHA is still accepting new families into its homeownership program. The BHA will evaluate whether the Family will be required to attend the briefing and counseling sessions required by the BHA. The BHA will determine whether the financing for and the physical condition of the Unit are acceptable.

15.9 Down Payments

The BHA requires a minimum down payment of three percent (3%). One percent (1%) of the down payment must come from the Family's own resources. A Participant in the FSS Program may use escrow funds toward any part of the down payment, including the one percent (1%) contribution from the Family's

own resources, providing that the Family fulfills the other goals of the FSS Program as stated in the Family's Individual Training and Service Plan. There is no prohibition against utilizing several different resources for down payment assistance including grants from public or private agencies.

15.10 Inspections

The home chosen by the Family must pass an initial BHA Housing Quality Standards (HQS) inspection. (The HQS used for the Section 8 rental program is applicable to the homeownership program.) The BHA inspection is the same as the initial HQS inspection conducted by the BHA for the tenant-based rental assistance program. This inspection will indicate the current physical condition of the Unit and any repairs necessary to ensure that the Unit is safe and otherwise habitable under HQS standards. The BHA HQS inspection does not include an assessment of the adequacy and life span of the major building components, building systems, appliances and other structural components.

The only difference between the HQS inspection requirements for the tenant-based rental and homeownership programs is that the BHA is not required by the regulation to conduct annual inspections. The initial (prior to the commencement of housing assistance) HQS inspection is the only BHA inspection required for homeownership units during the entire time the Family is receiving Section 8 homeownership assistance. The BHA reserves the right to conduct additional HQS inspection(s) of a homeownership program Participant's Unit during the term of homeownership assistance for good cause.

In addition, prior to purchase the Family must select and pay for an independent, professional home inspector to conduct a home inspection. The independent professional home inspection is conducted by a private market home inspector (not BHA staff) that is experienced and qualified to conduct pre-purchase inspections for homebuyers. The purpose of the home inspection is the identification of home defects and an assessment of the adequacy and life span of the major building components, building systems, appliances and other structural components, radon and insect infestation. The BHA, the buyer's agent and Family will meet and discuss the inspection and corrections that need to be made.

The requirement for an inspection arranged by the buyer and satisfactory to the buyer is a required contingency clause in all purchase and sale contracts according to HUD regulations. The Section 8 Family selects the home inspector and pays the home inspector's fees. (The source of funds for Family payment of the home inspection may be a gift, Family savings or an inheritance, or sources other than Family own resources.) A copy of the inspection report must be provided to the Family and the BHA.

The BHA requires that the home inspector is certified by the American Society of Home Inspectors, has a Certified Massachusetts State Home Inspector License, and must carry Errors and Omission Insurance.

The BHA will review the home inspector's report to determine whether repairs are necessary prior to purchase, and to generally assess whether the purchase

transaction makes sense in light of the overall condition of the home and the likely costs of repairs and capital expenditures. For example, the home inspector's report might reveal foundation instability, and a defective roof and heating system that needs immediate replacement at great cost. Confronted with these facts the BHA would discuss the inspection results with the Family and decide whether to disapprove the Unit for assistance under the homeownership program because of the major physical problems and substantial correction costs, or whether it is feasible to have the seller make the necessary repairs prior to purchase.

15.11 Financing and Purchasing Requirements

A Family selected to participate in the Section 8 Homeownership program must secure their own financing. There are no Section 8 funds available for Home purchase financing. The Section 8 housing assistance will be provided monthly to a lender to help the Family meet Homeownership expenses.

The Family enters into a Purchase and Sale contract with the seller and is the party obligated by such contract. A copy of the Purchase and Sale contract must be provided to the BHA. Under federal law the contract must specify: the price and other terms of sale by the seller to the purchaser; provide that the purchaser will arrange for a pre-purchase inspection of the dwelling Unit by an independent inspector selected by the purchaser, provided that the purchaser is not obligated to purchase the Unit unless the inspection is satisfactory to the purchaser; provide that the purchaser is not obligated to pay for any necessary repairs; and contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under HUD regulations.

Under the homeownership program, a borrower may use Section 8 rental assistance to help the borrower quality for a mortgage. It is anticipated that mortgage lenders will consider the Section 8 assistance when underwriting the loan. If purchase of the Home is financed with FHA-insured mortgage financing, such financing is subject to FHA mortgage insurance credit underwriting requirements. Otherwise, all traditional underwriting standards apply. The manner in which an individual lender may structure a particular loan product can vary.

The Family has the discretion to choose which lender they use but the BHA must approve the financing before it is finalized. The BHA may disapprove proposed financing, refinancing, or other debt if the BHA determines that the debt is unaffordable, or if the BHA determines that the lender or loan terms do not meet the BHA's qualifications. In making this determination, the BHA may take into account other Family expenses, such as childcare, unreimbursed medical expenses, homeownership expenses, and other Family expenses as determined by the BHA. The BHA will not unreasonably withhold approval of financing. Generally, the BHA will withhold approval of financing to prevent the Family from falling victim to predatory lending practices.

It is the responsibility of the Family to secure its own financing for the purchase of the Home. The BHA will provide supportive services but only related to a Family's credit score, income and overall viability to obtain mortgage approval.

The BHA will conduct a financing review to determine whether the monthly mortgage or loan payment is affordable after considering other Family expenses. The BHA may disapprove proposed financing, refinancing or other debt if the BHA determines that the debt is unaffordable.

The BHA will review seller-financing and variable rate financing on a case-by-case basis. The BHA may opt to prohibit seller financing, or to only allow seller financing in cases when the seller is a nonprofit or the purchase price can be clearly supported by an independent appraisal.

There is no prohibition against using local or State Community Development Block Grant ("CDBG") or other subsidized financing in conjunction with the Section 8 homeownership program.

The BHA requires a maximum loan to value ratio consistent with standard secondary market guidelines and prohibits balloon payments. The Family may not refinance, apply for an equity loan, or undertake any other loans using the Home as security without BHA approval.

15.12 Homeownership Housing Assistance Payment (HAP)

The homeownership Housing Assistance Payment will equal the lower of: (1) the Payment Standard minus the Total Tenant Payment; or (2) the monthly homeownership expenses minus the Total Tenant Payment. The Family is responsible for the monthly homeownership expenses not reimbursed by the Housing Assistance Payment. (Total Tenant Payment is higher of the minimum rent, 10 percent of Monthly Income, or 30 percent of monthly-adjusted income.) The BHA must use the Utility Allowance schedule and Payment Standard schedules applicable to the Housing Choice Voucher rental program.

BHA homeownership program Housing Assistance Payments will be made directly to the lender on behalf of the Family. The BHA will pay the excess amount, if any, directly to the Family.

Before the Housing Assistance Payments begins, the Family and the BHA must execute a "Statement of Homeowner Obligations." The Section 8 tenant-based HAP Contract, RTA and Lease addendum are not applicable to the Section 8 Homeownership program.

After the homeownership Housing Assistance Payments begin, the BHA will annually reexamine Family income and composition at a Recertification appointment and make appropriate adjustments to the amount of the monthly homeownership assistance payment.

In calculating the homeownership assistance payments, the BHA will also include an allowance for "Homeownership Expenses", which may include:

- Principal & Interest on the mortgage debt;
- Principal & Interest on debt for improvements, if any;
- Taxes and Insurance;

- Mortgage Insurance Premium;
- Condo or Cooperative Fees;
- Utility Allowance; and
- Homeownership Allowances.

The Homeownership allowances are broken down into two categories, one for routine maintenance and one for major repairs. The BHA will allot one percent (1%) of the purchase price per year each for major repairs and one-half percent (.5%) for routine maintenance for a total allowance of one and one-half percent (1.5%). 24 C.F.R. § 982.635(c) or any successor provision details the expenses that the BHA will include when determining the Family's homeownership expenses. If the Home is a Cooperative or condominium Unit, homeownership expenses may include Cooperative or condominium operating charges or maintenance fees assessed by the condominium or Cooperative homeowner association. The principal and interest amount is the debt service amount for the initial (original) mortgage debt, any refinancing of such debt, and any mortgage insurance premium.

The Utility Allowance is the same Utility Allowance schedule as used in the Housing Choice Voucher Program. The BHA allowance for maintenance expenses is the amount the BHA determines is appropriate for routine maintenance for a Home. The BHA allowance for major repairs and replacements is the amount the BHA determines is appropriate for a replacement "reserve" for a Home. If a member of the Family is a Disabled Person, such debt may include debt incurred by the Family to finance costs needed to make the Home accessible for such person, if the BHA determines that allowance of such costs as homeownership expenses qualifies as a Reasonable Accommodation so that the homeownership program is readily accessible to, and usable by such person, in accordance with 24 C.F.R. Part 8.

Families are not required to put the amount set aside for these two maintenance allowances in the bank or in escrow. Further, it is not expected that the monthly amounts for these allowances will cover all maintenance and capital expenditures.

An Example:

Major repairs allowance is calculated as follows:

Purchase Price	$80,000
	x 1%
	$800
Divided by 12 months =	$66 per month

Routine maintenance uses the same calculation:

Purchase Price	$80,000
	x .5%
	$400
Divided by 12 months =	$33 per month

Therefore, the total homeownership allowance per month is $ 99.00. This would be added to the other expenses to determine total monthly "Homeownership Expenses."

15.13 Continued Participation

Families participating in the Section 8 Homeownership Program must abide by the Rules and Regulations of the Section 8 Program. The Family is STILL a Section 8 Participant, the only difference is the Family owns the property instead of renting the property. If a Family violates any of the rules and regulations of the Section 8 Program, they may be terminated from the homeownership program.

Annual Recertifications of Household income and Family Composition will be conducted to ensure that the Family is still eligible for assistance. If the Family is determined ineligible for Section 8 Assistance, their homeownership assistance will be terminated and the Family will be responsible for the entire mortgage. A Family must comply with the Statement of Homeownership Obligations and sign it annually at the Recertification appointment.

In the event that the BHA proposes to terminate homeownership program assistance, the BHA will inform the Family that it has a right to an informal hearing pursuant to the hearing procedures applicable to the Housing Choice Voucher Program. In the event the BHA terminates a Family's participation in the homeownership program, the Family is responsible for the entire mortgage payment and other homeownership expenses.

15.14 Statement of Homeowner Obligations

To be eligible to participate in the BHA's Homeownership Program the Family must agree to adhere to the following program Participant's Statement of Homeowner Obligations:

- Be a Section 8 Participant in good standing in the BHA's Section 8 program (see glossary for definition of a Participant in good standing);
- Have been a Family Self Sufficiency program Participant and have remained a Participant in good standing with respect to the contractual goals and requirements of the Family's FSS Individual Training and Service Plan;
- Have no ownership interest in other property.
- Meet all eligibility criteria as described in the Section 8 Homeownership Program Administrative Plan Amendment.
- Attend homeownership counseling prior to purchase and post-purchase as offered by BHA-approved counseling agencies;
- Secure financing through a lender acceptable to the BHA;

- Provide a down payment of at least three percent (3%) of the purchase price, with one percent (1%) of the down payment supplied from the Family's own resources;

- Be able to make the monthly payment of the Family's portion of the mortgage payment;

- Enter into a "Purchase and Sale Agreement" for a Home within 180 days of receiving a homeownership Voucher, provided the financing commitment has not expired prior to that date;

- Enter into this Statement of Homeowner Obligations Agreement and comply with its provisions;

- Sign a certification form stating that they will comply with this "Statement of Homeowner Obligations" annually at the Family's Recertification appointment;

- Sign a release allowing the BHA to exchange information with the lender and the lender with the BHA;

- Sign an acknowledgment form that the Family becomes obligated for the whole mortgage payment in the event of termination of assistance;

- Sign an acknowledgment form that the Family will continue to comply with the appropriate provisions of the HUD Section 8 Rental Assistance regulations, Family obligations and the BHA's Section 8 rental assistance and homeownership administrative plans;

- Agree that the Family may not enter into an agreement to sell or refinance the Home unless the BHA has first approved the sale or the refinance;

- Agree to use the Home as the Family's only residence;

- Agree to supply any information to the BHA regarding any mortgage or other debt incurred to purchase the Home, any refinancing of such debt, any satisfaction or payment of the mortgage debt, and any sale or other transfer of any Interest in the Home;

- Agree to notify the BHA before the Family moves out of the Home;

- Agree that during the period the Family receives homeownership assistance, no Family member may have any ownership interest in any other property receiving a subsidized rental payment; and

- Comply with applicable rules of the Housing Choice Voucher Program such as the requirements contained in the "Family Obligations", including the rule to fully report household income and Family Composition annually at the Recertification appointment.

15.15 Maximum Term of Assistance

Except for Elderly and Disabled Families, Section 8 homeownership assistance may only be paid for a maximum period of 15 years if the initial mortgage incurred to finance purchase of the Home has a term that is for 20 years or longer. In all other cases, the maximum term of homeownership assistance is10 years. The BHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the Family. The maximum term of homeownership assistance is not capped for Elderly and Disabled families. The maximum term for homeownership assistance applies to any member of the Family who has an ownership interest in the Unit during any time that homeownership payments are made, or is the spouse of any member of the Family who has an ownership interest in the Unit at the time homeownership payments are made.

The maximum term for homeownership assistance does not apply to an Elderly or Disabled Family. In the case of an Elderly Family, this exception only applies if the Family qualifies as an Elderly Family at the commencement of homeownership assistance. In the case of a Disabled Family, this 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 Section 8 homeownership assistance).

15.16 Relocation with Homeownership Assistance

The Family may purchase one Home in a one-year period. If the Family moves, the BHA may not begin continued homeownership assistance for occupancy of the new Unit so long as any Family member owns any title or other interest in the prior Home.

Most of the homeownership requirements applicable to the first Home purchase remain applicable to a subsequent purchase. For example, the Family must once again meet the employment threshold. The necessity of any counseling will be determined by the BHA. An independent Home inspection will be conducted and the BHA will determine the acceptability of the financing. The maximum term of homeownership assistance applies to the cumulative time the Family receives homeownership assistance. The only exception to eligibility requirements applicable to initial receipt of homeownership assistance is that the Family need not meet the first-time homebuyer requirement. See 24 C.F.R. § 982.637(b).

If the Family decides to sell the property, the BHA must be consulted before the Home is placed on the market and the BHA must approve any sale of the property.

The maximum term of assistance described in Section XV above applies cumulatively. Thus if a Family is eligible for a maximum term of assistance of 15

years and receives benefits for 10 years in one Home, then the Family is eligible for a maximum of 5 years of assistance in a second Home.

15.17 Defaults

The PHA shall not commence homeownership assistance for a Family that includes an individual who was an adult member of a Family at the time when such Family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the Home.

If the Family defaults on a mortgage securing any debt incurred to purchase the Home, the Family must notify the BHA within five days of receipt of a default letter. The BHA will not allow the Family to continue in or participate in the future in the BHA's Homeownership Program after a default on the mortgage by any member of the Family. The BHA must terminate Voucher homeownership assistance for any member of a Family 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. However, the Family may be eligible to receive continued Voucher rental assistance. The BHA may consider mitigating circumstances in determining whether to provide a Family with rental assistance after a mortgage default.

The BHA has the discretion to allow a Family to revert to Section 8 Housing Choice Voucher Program rental assistance after a mortgage default through the BHA's Homeownership Program. If the BHA denies rental assistance to a Family who defaults on a mortgage through the Section 8 to Homeownership program, the BHA will afford the Family the right to an informal hearing regarding such denial.

15.18 Prohibition of Ownership in a Second Residence

No Family member of a Family assisted by Section 8 program Home-ownership assistance may have a Present Ownership Interest in a second residence while receiving homeownership assistance.

15.19 Automatic Termination of Homeownership Assistance

Homeownership assistance for a Family terminates automatically 180 calendar days after the last Housing Assistance Payment on behalf of the Family. However, the BHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the Family.

15.20 Single Downpayment Assistance Program

The Boston Housing Authority does not offer a single downpayment assistance program as provided for in 24 C.F.R. § 982.625(ii).

Chapter 16: PROJECT-BASED VOUCHER (PBV) PROGRAM

16.1 General

16.1.1 BHA Administration of the PBV Program

The BHA administers the PBV in accordance with federal regulations, specifically 24 C.F.R. part 982 and 24 C.F.R. part 983, as well as State and local law.

16.1.2 Description of the PBV Program

(a) The PBV Program is funded from the Voucher Annual Contributions Contract (ACC) between the BHA and HUD. Project-based means that the subsidy is attached to the Unit, whereas tenant-based assistance allows the tenant to move with the subsidy (see difference between project-based and tenant-based assistance at 24 C.F.R. § 982.1(b)).

(b) The BHA enters into a HAP Contract with an Owner for Units in existing housing or in newly constructed or rehabilitated housing.

(c) When the PBV housing is new construction or rehabilitation, the housing is developed under an Agreement to enter into a Housing Assistance Payments ("AHAP") contract between the BHA and the Owner.

(d) During the term of the HAP Contract the BHA makes payments to the Owners for Units leased and occupied by eligible Families.

16.1.3 Goal of the PBV Program

It is the goal of the BHA to make project-based rental subsidies accessible so interested and eligible Families can afford safe, decent and sanitary housing; to provide the services with integrity and mutual accountability; and to create housing situations which will serve as catalysts for the transformation from dependence to economic self-sufficiency. It is also the goal of the PBV program to create new affordable housing resources.

16.1.4 Maximum Amount of PBV Assistance

The BHA may project-base up to twenty percent (20%) of the BHA's authorized units, dependent upon funding availability. The BHA may project base an additional 10% of its units above the 20% program limit provided the additional units are designated for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where the vouchers are difficult to use

A. The following are not subject to the PBV unit limitation provided the unit was covered under a PBV contract that first became effective date on or after HOTMA (4/18/17); and in the five years prior to the date the PHA either issued the RFP under which the project was selected or selected the project based on a prior competition or without competition:

1. The unit received one of the following types of HUD assistance
    a. Public housing capital or operating funds;
    b. Project Based Rental Assistance (Section 8 Moderate Rehabilitation including SRO).
    c. Housing for the elderly (Section 202)
    d. Housing for Persons with disabilities (Section 811 of Cranston Gonzalez National Affordable Housing Act)
    e. The Rent Supplement Program "Rent Supp".
    f. Rental Assistance Program "RAP" (Section 236); or
2. The unit was subject to one of the following rent restrictions:
    a. Section 236
    b. Section 221(d)(3) or (d)(4) BMIR
    c. Housing for the Elderly (Section 202)
    d. Housing for Person's with disabilities (Section 811)
        i. Existing and Rehabbed units are eligible based on criteria above.
            a. New Construction maybe eligible under the conditions listed below:
            1, The unit for which the PBV unit is replacing must have received one of the forms of HUD assistance/ rent restrictions listed above.
            2. The newly constructed unit must be located on the same site as the unit it is replacing.
            3. One of the primary purposes of the planned development of the PBV new construction project is or was to replace affordable rental units that previously existed at the site, as evidenced by one of the following:
                (i)Former residents of the original project are provided with a selection preference that provides the family with the right of the first occupancy at the PBV new construction project when it is ready for occupancy.
                (ii)Prior to demolition of the original project, the PBV new construction project was specifically identified as replacement housing for that original

project as part of a documented plan for redevelopment of the site.

3. Units under the RAD demonstration (RAD PBV units are excluded from both the total number of units under the ACC and the units committed to PBV when determining if the PHA has vouchers available to project base under the program limit requirements).
4. HUD VASH set aside vouchers
5. Additional categories as established by HUD regulation.

16.2 Selection of PBV Owner Proposals

16.2.1 Owner Proposal Selection Procedures

The BHA may use one of the two following methods to select Owner proposals:

(a) Request for Proposal (RFP)

The BHA may publicly issue a competitive request for PBV proposals. The BHA may not limit a Request for Proposal (RFP) to a single site or impose restrictions that explicitly or practically preclude Owner submission of proposals for PBV housing on different sites. The BHA will only use competitive selection procedures when non-competitive selection as described below, is not applicable.

(1) Public Notice Requirement

The BHA will publish a RFP in a newspaper of general circulation and will make the RFP available on its web site (www.bostonhousing.org). The public notice must specify the submission deadline. The BHA will provide detailed application and selection criteria at the request of interested parties.

(b) The BHA may determine to provide PBV funding to 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 Low Income Housing Tax Credits have been provided), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of the BHA's PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive BHA PBV assistance.

(c) The BHA may provide PBV funding to a project where it has an ownership interest or control of the site, where the BHA is engaged in an initiative to improve, develop or replace a public housing property or site. In order to be subject to this noncompetitive exception the BHA must be planning rehabilitation or construction on the project with a minimum of $25,000.00 per unit in hard costs. For the purposes of this section ownership interest is defined as the PHA or its officers, employees or agents are in an entity that holds any such direct or indirect interest in the building including but not limited to an interest as: title holder, lessee, stockholder, a member or a general or limited partner, or a member of a limited liability corporation. A list of the BHA's redevelopment plans that fall under this exception is incorporated at Appendix B of this Plan.

16.2.2 Subsidy Layering Review (SLR) Prohibition of Excess Public Assistance

The SLR is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance subsidy under the PBV program with other governmental assistance from federal, state, or local agencies, including but not limited to, assistance such as tax concessions or tax credits.

(a) The BHA shall obtain from the Applicant all the information required by the HUD mandated SLR checklist.

(b) The BHA must review the SLR package prepared by the Applicant for its completeness and consistency with program requirements.

(c) If it appears complete and acceptable, the BHA shall forward the SLR package to HUD's Boston office. The HUD Boston office will also review the material and if found acceptable, submit it to HUD Headquarters for final review and approval.

(d) The subsidy layering requirements are not applicable to existing housing.

16.2.3 Cap on Number of PBV Units in each Project Pre-HOTMA 4/18/17

(a) The BHA may not select a proposal to provide PBV assistance for Units in a project or enter into an Agreement or HAP Contract to provide PBV assistance for Units in a project, if the total number of dwelling units in the project that will receive PBV assistance is more than 25 percent of the number of Units (assisted or unassisted) in the project, unless the project qualifies for an exception.

(b) Exceptions to 25 percent per project cap.

(1) Units in a single-family building (a building with no more than four dwelling units);

(2) Units in a multifamily building that are specifically made available for:

(i) Elderly or disabled families; or

(ii) Families receiving supportive services.

(c) Supportive Services that Qualify for an Exception

Supportive services that qualify for an exception are those services that assist a person with a medical condition or disability or services that assist a Family in becoming self-sufficient. Examples of supportive services that qualify for an exception include but are not limited to:

(1) Household Training (e.g., homemaking, parenting skills, money management)

(2) Job Training (e.g., preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS Contract of Family Participation)

(3) Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency)

(4) Child Care (provide sufficient hours of operation and serve an appropriate range of ages)

(5) Counseling for parents and other kinship relations caring for children with special needs (programs for families adopting children from MA Department of Social Services (DSS), foster care programs, Grandfamily programs)

(6) Remedial Education (education for the completion of Secondary or post-secondary education)

(7) Substance Abuse Treatment (counseling and treatment for substance abuse)

(d) Other Qualifications for Supportive Services

(1) It is not necessary that the services be provided at or by the project, if they are BHA approved/qualified services.

(2) A Qualifying Family must have at least one member receiving at least one qualifying supportive service.

(3) The BHA may not require participation in medical or disability-related services as a condition of living in an excepted Unit, other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted Unit, although such services may be offered.

(e) Participant Completion of Services or Service Contract.

If a Family at the time of initial tenancy is receiving, and while the resident of an excepted Unit has received, FSS supportive services or any other supportive services as defined in the BHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the Family resides in the Unit.

(f) Participant Failure to Complete Supportive Services or Service Contract.

(1) Termination of Lease.

If a Family in an excepted Unit fails without good cause to complete its FSS contract of participation or if the Family fails to complete the supportive services requirement as outlined in this Administrative Plan, the BHA will take the actions provided under 24 C.F.R. § 983.261(d), and the Owner may terminate the Lease in accordance with 24 C.F.R. § 983.257(c). See also section 14.3.

(2) Termination of Assistance

At the time of initial Lease execution, the Family and the BHA must sign a statement of Family responsibility. The statement of Family responsibility must contain all Family obligations including the Family's participation in a service program under this section. Failure by the Family without good cause to fulfill its service obligation will require the BHA to terminate assistance.

(3) Unit Continues to be an Excepted Unit

If the Unit at the time of such termination is an excepted Unit, the exception continues to apply to the Unit as long as the Unit is made available to another Qualifying Family.

(g) BHA Monitoring of Supportive Services

Providers of supportive services are obligated to report to the BHA regarding any changes in the supportive services at least on

annual basis. The BHA may request more frequent reports from supportive service agencies at its discretion.
A supportive service agency must inform the BHA immediately when a Family fails to meet their supportive service requirements.

(1) Set-aside for Qualifying Families.

(i) In leasing units in a multifamily building pursuant to the PBV HAP, the Owner must set aside the number of excepted Units made available for occupancy by Qualifying Families.

(ii) The BHA may refer only Qualifying Families for occupancy of excepted Units.

(h) Ninety Percent Cap

The BHA may require a 90% (ninety percent) per- project cap on the number of Units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted Units.

16.2.4 Cap on Number of PBV Units in each Project Post HOTMA 4/18/2017

(a) The BHA may not select a proposal to provide PBV assistance for Units in a project or enter into an Agreement or HAP Contract to provide PBV assistance for Units in a project, if the total number of dwelling units in the project that will receive PBV assistance exceeds 25 units or 25 percent of the total number of Units (assisted or unassisted) in the project whichever is greater, unless the project qualifies for an exception.

(b) Exceptions to 25 unit/ 25 percent per project cap.

(1) Units in a single-family building (a building with no more than four dwelling units);

(2) Units in a multifamily building that are:

(j) exclusively serving elderly families

(ii) made available for all Families that are eligible to receive supportive services, including families with a household member with a disability among other such populations.Supportive services need not be provided by the owner or on-site, but must

be reasonably available to the families receiving PBV assistance at the project

a) Supportive Services that Qualify for an Exception. supportive services that qualify for an exception are those services that assist a person with a medical condition or disability or services that assist a Family in becoming self-sufficient. Examples of supportive services that qualify for an exception include but are not limited to:

1)Household Training (e.g., homemaking, parenting skills, money management)

2)Job Training (e.g., preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS Contract of Family Participation)

3)Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency)

4)Child Care (provide sufficient hours of operation and serve an appropriate range of ages)

5)Counseling for parents and other kinship relations caring for children with special needs (programs for families adopting children from MA Department of Social Services (DSS), foster care programs, Grandfamily programs)

6)Education (education for the completion of Secondary or post-secondary education)

7)Substance Abuse Treatment (counseling and treatment for substance abuse)

(b) Other Qualifications for Supportive Services

(1)It is not necessary that the services be provided at or by the project, if they are BHA approved/qualified services.

(2) The BHA may not require participation in medical or disability-related services as a condition of living in an excepted Unit, other than drug and alcohol treatment in the case of current

abusers as a condition of living in an excepted Unit, although such services may be offered.

(c) Participant Completion of Services or Service Contract. If a Family at the time of initial tenancy is receiving, and while the resident of an excepted Unit has received, FSS supportive services or any other supportive services as defined in the BHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the Family resides in the Unit.

(d) Participant Failure to Complete Supportive Services or Service Contract.

(1) Termination of Lease.

If a Family in an excepted Unit fails without good cause to complete its FSS contract of participation or if the Family fails to complete the supportive services and is no longer eligible for the supportive services and does not vacate the unit in a reasonable amount of time the BHA is required to remove the unit from the HAP contract as outlined in this Administrative Plan, the BHA will take the actions provided under 24 C.F.R. § 983.261(d)and the Owner may terminate the Lease in accordance with 24 C.F.R. § 983.257(b). See also section 14.3. Unless, it is possible to substitute a different unit for the formerly excepted unit in the project in accordance with 983.207(a).

(2) Termination of Assistance

At the time of initial Lease execution, the Family and the BHA must sign a statement of Family responsibility. The statement of Family responsibility must contain all Family obligations including the Family's eligibility to participate in a service program under this section. The Failure by the Family without good cause to fulfill its service obligation will require the BHA to terminate the assistance of those families who are no longer eligiblie for said services as a result of the failure to complete the service contract. If a family is no longer eligible to receive the services offered, the family must vacate the unit within a reasonable period of time as noted above.

(3) Unit Continues to be an Excepted Unit

If the Unit at the time of such termination is an excepted Unit, the exception continues to apply to the Unit as long as the Unit is made available to another eligible Family.

(e) BHA Monitoring of Supportive Services

Providers of supportive services are obligated to report to the BHA regarding any changes in the supportive services at least on annual basis. The BHA may request more frequent reports from supportive service agencies at its discretion.
A supportive service agency must inform the BHA immediately when a Family fails to meet their supportive service eligibility.

(1) Set-aside for Qualifying Families.

(i) In leasing units in a multifamily building pursuant to the PBV HAP, the Owner must set aside the number of excepted Units made available for occupancy by eligible Families.

(ii) The BHA may refer only Qualifying Families for occupancy of excepted Units.

(f) Ninety Percent Cap

The BHA may require a 90% (ninety percent) per- project cap on the number of Units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted Units.

(d) Projects that are in a census tract with a poverty rate of 20% or less, as determined in the most recent American Community Survey 5-Year Estimates.

(e) Projects not subject to Project Cap
_(a) Certain types of projects that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are not subject to the Project Cap.
(1) Exception Requirements:
(i) the unit must be covered by a PBV HAP contract that first became effective after 4/18/2017, and
(ii) in the 5 years prior to the date the PHA either (a) issued the RFP under which the project was selected or (b) selected the project without competition, the unit met at least one of the two following conditions:
(a) the unit received one of the following types of HUD assistance:
(i) Public Housing Capital or Operating Funds;
(ii) other Project Based Rental Assistance, including Moderate Rehabilitation and SRO Program;
(iii) Housing for Elderly (§202 of the Housing Act of 1959);
(iv) Housing for persons with Disabilities (§811 of the Cranston Gonzalez National Affordable Housing Act);
(v) The Rent Supplement Program (§101 of the Housing and Urban Development Act of 1965);
(vi) The Rental Assistance Program (§236(f)(2) of the National Housing Act; or
(b) the unit was subject to a rent restriction as a result of one of the following HUD programs:
(i) §236;

(ii) §221(d)(3) or (d)(4) BMIR;
(iii) Housing for Elderly (§202 of the Housing Act of 1959);
(iv) Housing for persons with Disabilities (§811 of the Cranston Gonzalez National Affordable Housing Act).

(b) Any PBV assistance provided to these properties may be used to project base up to 100% of the units in the project.

(c) Both existing units and rehabilitated units qualify for the exception under this section.

(i) new construction units qualify as replacement housing if:

(a) the unit that it is replacing received one of the two forms of HUD assistance listed above within 5 years from the date the PHA either issued the RFP under which the PBV new construct project was selected or selected the PBV new construction project under a prior competition or without competition, the date of selection is the date the PHA notice of owner selection.

(b) the new unit is located on the same site as the unit it is replacing;

(c) one of the primary purposes of the planned development of the PBV new construction project is or was to replace the affordable rental units that existed at the site, as evidenced by at least one of the following:

(i) Former residents of the original project are provided with a selection preference that provided the family with the right of first occupancy at the PBV new construction project when it is ready for occupancy.

(ii) Prior to demolition of the original project, the PBV new construction project was specifically identified as replacement housing for that original project as part of a documented plan for redevelopment of the site.

(ii) The unit size confirmation and number of units may differ from the original project that the PBV units are replacing, as well as the total number of units. However, under no may the project cap exception be applied to PBV new construction units that exceed the total number of covered units in the original project that the PBV units are replacing.

16.2.5 Site Selection Standards

The BHA's site selection standards must comply with PBV goals, civil rights requirements, and HQS.

The BHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an Agreement or HAP Contract for Units on the site, unless the BHA has determined that:

(a) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the BHA Annual Plan, the BHA Administrative Plan, and 24 C.F.R. part 903. In developing the standards to apply in determining whether a proposed PBV development will be selected, the BHA shall consider the following:

(1) Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(2) Whether a PBV development will be located in a census tract where the concentration of assisted Units will be or has decreased as a result of public housing demolition;

(3) Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;

(4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement for the deconcentration of poverty at 24 C.F.R. part 903;

(5) Whether new market rate Units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate Units will positively impact the poverty rate in the area;

(6) If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the PHA may consider whether in the past five years there has been an overall decline in the poverty rate;

(7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

(b) The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d(4)) and HUD's implementing regulations at 24 C.F.R. Part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-3629); and HUD's implementing regulations at 24 C.F.R. Parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 C.F.R., 1959-1963 Comp., p. 652) and HUD's implementing regulations at 24 C.F.R. Part 107. The site must meet the section 504 site selection requirements described in 24 C.F.R. § 8.4(b)(5).

(c) The site meets the HQS site standards at 24 C.F.R. § 982.401(l).

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(d)

16.2.6 BHA PBV Site Selection Policy

(a) Each prospective BHA PBV site applicant must demonstrate to the BHA that their respective project satisfies the goals of deconcentrating poverty and expanding housing and economic opportunity, regardless of the project's poverty rate as defined by the most recent census data. The BHA will make its assessment of an applicant project's compliance with achieving these goals based on the totality of the applicant's response, taking into consideration the target population to be served (i.e., Family, Elderly, Disabled, and populations needing supportive services.

(b) The BHA will also further assess each proposal to determine if they achieve the following BHA Agency Plan objectives:

(1) Development and maintenance of an adequate supply of safe, decent housing that is affordable to residents with a range of income levels and household needs;

(2) Assurance that a resident with long term support needs have access to appropriate services and accessible community and housing options.

(3) Assurance of full and fair access to housing for all residents.

16.2.7 Environmental Review

The local governmental Unit responsible (RE or Responsible Entity) for the federal environmental review under the National Environmental Protection Act (NEPA) of 1969 (42 U.S.C. § 42331 et. Seq.)[23] will conduct environmental reviews in connection with the project-based program. If the responsible entity declines to do the review then HUD may perform the environmental review itself.

(a) Existing Housing

The RE will determine whether the existing building is excluded from environmental review. The RE will also determine whether or not the assistance is subject to review under the laws and authorities under 24 C.F.R. § 58.5.

(b) The BHA may not enter into an Agreement or HAP Contract with an Owner, and the BHA, the Owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local

[23] The Boston Environmental Department is responsible for environmental review under NEPA in the City of Boston. The department analyzes projects for potential environmental impacts on the City of Boston and its residents. The reviews identify specific environmental impacts and the department suggests potential solutions.

funds for PBV activities under this part, until the following HUD environmental requirements are met:

(1) The RE entity has completed the environmental review and HUD has approved the environmental certification and request for release of funds;

(2) The RE has determined that the project to be assisted is exempt from an environmental review or is categorically excluded and not subject to compliance with environmental laws under 24 C.F.R. § 58.35(b); or

(3) HUD has performed an environmental review and has notified the BHA in writing of environmental approval of the site.

(c) Mitigating Circumstances

The BHA must require the Owner to carry out mitigating circumstances required by the RE or required by HUD.

(d) Verification

The BHA will keep verification of the review or verification of the exemption in the BHA file for the building.

16.2.8 BHA-owned Units

(a) The selection of BHA-owned Units must be done in accordance with 24 C.F.R. § 983.51(e) and section 15.2.5 of this Administrative Plan.

(b) Inspection and determination of reasonable rent by independent entity

(1) The BHA will have the units inspected by an independent entity to be sure the Units meet the requirements of HQS and Chapter II of the State Sanitary Code.

(2) The BHA will have the reasonable rent determined by a HUD-approved appraisal or, by a licensed HUD approved appraiser by a licensed state certified appraiser.

(c) Nature of independent entity

The independent entity that performs these program services may be the Unit of general local government for the BHA jurisdiction (unless the BHA 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

(1) The BHA may only compensate the independent entity and appraiser from BHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The BHA may not use other program receipts to compensate the independent entity and appraiser for their services.

(2) The BHA, independent entity, and appraiser may not charge the Family any fee for the appraisal or the services provided by the independent entity.

16.3 Dwelling Units

16.3.1 Housing accessibility for persons with Disabilities

(a) Program accessibility.

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 C.F.R. part 8. The BHA shall ensure that the percentage of accessible dwelling Units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD's regulations at 24 C.F.R. Part 8, Subpart C.

(b) Design and construction.

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 C.F.R. § 100.205, as applicable.

16.3.2 Inspecting Units

(a) Pre-selection inspection.

(1) Inspection of site

The BHA must examine the proposed site before the proposal selection date.

(2) Inspection of existing Units

If the units to be assisted already exist, the BHA must inspect all the units before the proposal selection date, and must 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. However, the BHA may not execute the HAP Contract until the Units fully comply with the HQS.

(b) Pre-HAP Contract inspections

The BHA must inspect each contract Unit before execution of the HAP Contract. The PHA may not enter into a HAP Contract covering a Unit until the Unit fully complies with the HQS.

(c) Turnover inspections.

Before providing assistance to a new Family in a contract Unit, the BHA must inspect the Unit. The BHA may not provide assistance on behalf of the Family until the Unit fully complies with the HQS.

(d) Routinel inspections.

(1) At least biennially during the term of the HAP Contract, the PHA must inspect a random sample, consisting of at least twenty percent (20%) of the contract units in each building, to determine if the contract Units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph (c) of this section are not counted toward meeting this annual inspection requirement.

(2) If more than twenty percent (20%) of the l sample of inspected contract Units in a building fail the initial inspection, the BHA must re-inspect one hundred percent (100%) of the contract Units in the building.

(e) Other inspections.

(1) The BHA must inspect contract units whenever needed to determine that the contract Units comply with the HQS and that the Owner is providing maintenance, utilities, and other services in accordance with the HAP Contract. The BHA must take into account complaints and any other information coming to its attention in scheduling inspections.

(2) The BHA must conduct follow-up inspections needed to determine if the Owner (or, if applicable, the Family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for Owner or Family violation of the HQS.

(3) In conducting BHA supervisory quality control HQS inspections, the BHA should include a representative sample of both tenant-based and project-based Units.

(f) Inspecting BHA-owned Units

(1) In the case of BHA-owned Units, the inspections required under this section must be performed by an independent agency designated in accordance with section 15.2.7 of this Administrative Plan, rather than by the BHA.

(2) The independent entity must furnish a copy of each inspection report to the BHA and to the HUD field office where the project is located.

(3) The BHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP Contract by the BHA Owner.

16.3.3 Requirements for Rehabilitated and Newly Constructed Units

An Owner or project sponsor, must enter into an Agreement to Enter in to a Housing Assistance Payments contract (AHAP) before any demolition, construction, or rehabilitation takes place. For the purposes of this section commencement of construction occurs when excavation, or site preparation (including clearing of the land) begins. This requirement only applies to non-existing PBV Units.

16.3.4 Purpose and content of the Agreement to enter into HAP Contract

(a) Requirement

The BHA must enter into an Agreement (AHAP) with the Owner to enter in a HAP Contract.

(b) Purpose of the AHAP

In the Agreement the Owner agrees to develop the contract units to comply with the HQS, and the BHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the BHA will enter into a HAP Contract with the Owner for the contract Units.

(c) Description of Housing.

The AHAP must describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the PBV program:

(1) Site and evidence of site control;

(2) Location of contract Units on site;

(3) Number of contract Units by area (size) and number of bedrooms and bathrooms;

(4) Services, maintenance, or equipment to be supplied by the Owner without charges in addition to the rent;

(5) 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;

(6) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 C.F.R. § 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 C.F.R. §§ 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement, as specified in paragraphs (c)(1 – 8) of this section.

(7) Initial rents to Owner for the contract Units;

(8) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description must include the rehabilitation work write up and, where determined necessary by the BHA, specifications, and plans. If the Agreement is for new construction, the work description must include the working drawings and specifications.

(d) Additional Requirements Established by the BHA

The BHA may also establish, in the AHAP, additional requirements for quality, architecture, or design of PBV housing, over and above the minimum requirements of HQS.

16.3.5 Conduct of New Construction and Rehabilitation Work

(a) Development requirements.

The Owner must carry out development work in accordance with the Agreement and the requirements of this section.

(b) Labor standards.

(1) In the case of an Agreement for development 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.

(2) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(3) 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 C.F.R. part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

(c) Equal opportunity.

(1) Equal employment opportunity.

The Owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended (3 C.F.R., 1964-1965 Comp., p. 339), 11625 (3 C.F.R., 1971-1975 Comp., p. 616), 12432 (3 C.F.R., 1983 Comp., p. 198) and 12138 (3 C.F.R., 1977 Comp., p. 393).

(2) Eligibility to participate in federal programs and activities.

The Agreement and HAP Contract shall include a certification by the Owner that the Owner and other project principals (including the 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.

(3) 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.

16.3.6 Completion of Housing

(a) Completion deadline.

The Owner must develop and complete the housing in accordance with the Agreement. The Agreement must specify the deadlines for completion of the housing and for submission by the Owner of the required evidence of completion.

(b) Required evidence of completion.

(1) Minimum submission.

At a minimum, the Owner must submit the following evidence of completion to the BHA in the form and manner required by the BHA:

(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.

(2) Additional documentation.

At the discretion of the BHA, 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);

(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.

(c) BHA determination of completion.

When the BHA has received Owner notice that the housing is completed:

(1) Upon notice from the Owner, the BHA must inspect to determine if the housing has been completed in

accordance with the Agreement, including compliance with the HQS and any additional requirement imposed by the BHA under the Agreement.

(2) The BHA must determine if the Owner has submitted all required evidence of completion.

(3) If the work has not been completed in accordance with the Agreement, the BHA must not enter into the HAP Contract.

(d) Execution of HAP Contract.

If the BHA determines that the housing has been completed in accordance with the Agreement and that the Owner has submitted all required evidence of completion, the BHA must submit the HAP Contract for execution by the Owner and must then execute the HAP Contract.

16.4 Housing Assistance Payments Contract

16.4.1 Purpose of HAP Contract

The purpose of the HAP Contract is to provide housing assistance payments for eligible families. The BHA 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.

16.4.2 HAP Contract information.

The HAP Contract must specify:

(a) The total number of contract units by number of bedrooms;

(b) 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;

(c) Information needed to identity 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;

(d) Services, maintenance, and equipment to be supplied by the Owner without charges in addition to the rent;

(e) 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;

(f) Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 C.F.R. part 8;

(g) The HAP Contract term;

(h) The number of units in any building that will exceed the 25 percent per building cap (as described in 24 C.F.R. § 983.56), which will be set-aside for occupancy by Qualifying Families; and

(i) The initial Rent to Owner (for the first 12 months of the HAP Contract term).

16.4.3 When HAP Contract is Executed

(a) BHA inspection of housing.

(1) Before execution of the HAP Contract, the BHA must inspect each contract Unit in accordance with 24 C.F.R. § 983.103(b).

(2) The BHA may not enter into a HAP Contract for any contract Unit until the BHA has determined that the Unit complies with the HQS.

(b) Newly constructed or rehabilitated housing.

(1) In the case of newly constructed or rehabilitated housing the HAP Contract shall be executed after the BHA 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 (see 24 C.F.R. §§ 983.155 and 983.156).

(2) In the HAP Contract, the Owner certifies that the units have been completed in accordance with the Agreement. Completion of the units by the Owner and acceptance of units by the BHA is subject to the provisions of the Agreement.

16.4.4 Term of HAP Contract

(a) Initial term.

The BHA may enter into a HAP Contract with an Owner for an initial term of up to twenty 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 twenty years.

(b) Extension of term.

At any time prior to the expiration of the contract, the BHA may agree to extend the term of the HAP Contract for an additional term of up to twenty years if the BHA 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. If the project is a PHA owned project any change in the initial term and any subsequent extension is also subject to the approval of the independent entity as approved by HUD in accordance with 24 C.F.R. 983.59 and See also Section 15.2.7

(c) Termination by BHA.

(1) The HAP Contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the PHA in accordance with HUD instructions. For purposes of this section, "sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments to the Owner for any contract year in accordance with the terms of the HAP Contract.

(2) The availability of sufficient funding must be determined by HUD or by the BHA in accordance with HUD instructions. 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 BHA has the right to terminate the HAP Contract by notice to the Owner for all or any of the contract units. Such action by the BHA shall be implemented in accordance with HUD instructions. The BHA reserves the right to exercise full and unencumbered discretion as to which HAP Contract may or may not be terminated due to insufficient funding, including all PBV contracts in those areas not specifically referenced by a HUD directive.

(3) The BHA may terminate the contract or reduce the number of units under the contract if it is determined that the owner is not leasing to program eligible families in accordance with 24 CFR 983.253(a).

(4) The BHA may reduce the number units on a contract that have been vacant for 120 days or more.

(d) Termination by Owner--reduction below initial rent.

The Owner may terminate the HAP Contract, upon notice to the BHA, if the amount of the Rent to Owner for any contract Unit, as adjusted in accordance with 24 C.F.R. § 983.302, is reduced below the amount of the initial Rent to Owner (Rent to Owner at the beginning of the HAP Contract term). In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

16.4.5 HAP Contract Amendments

(a) Amendment to substitute contract units.

At the discretion of the BHA and subject to all PBV 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 BHA must inspect the proposed substitute Unit and must determine the reasonable rent for such Unit.

(1) If an income ineligible family remains in occupancy of a PBV unit under contract, the owner can opt to have that unit reinstated once the family vacates, provided the project is fully assisted (See 15.5.4(b)(2)).

(b) Amendment to add contract units.

At the discretion of the BHA, and provided that the total number of units in a building that will receive PBV assistance or other project-based assistance will not exceed the greater of 25 units (assisted or unassisted) in a non-exception project or 25 percent of the of the units in the project provided there is sufficient annual budget authority as provided in 24 C.F.R. § 983.6, a HAP Contract may be amended to add additional PBV contract units.. An amendment to the HAP Contract is subject to all PBV requirements (e.g., rents are reasonable), except that a new PBV request for proposals is not required. The anniversary and expiration dates of the HAP Contract for the additional units must be the same as the anniversary and expiration dates of the HAP Contract term for the PBV units originally placed under HAP Contract. The BHA will exercise its discretion to add units to a PBV contract by mutual agreement with the owner from time to time. See Attachment for details regarding specific projects.

(c) Amendment to add a preference - At the discretion of the BHA and subject to all PBV requirements, the HAP Contract may be amended to add a preference.

(c) 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.

16.4.6 Condition of Contract Units

(a) Owner maintenance and operation.

(1) The Owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

(2) The Owner must provide all the services, maintenance, equipment, and utilities specified in the HAP Contract with the BHA and in the Lease with each assisted Family.

(3) At the discretion of the BHA, the HAP Contract may also require continuing Owner compliance during the HAP term with additional housing quality requirements specified by the BHA (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements may be designed to assure continued compliance with a design, architecture, or quality requirement specified in the Agreement.

(b) Remedies for HQS violation.

(1) The BHA must vigorously enforce the Owner's obligation to maintain contract units in accordance with the HQS. The BHA may 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.

(2) If the BHA determines that a contract Unit is not in accordance with the housing quality standards (or other HAP Contract requirement), the BHA 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. If the BHA terminates the HAP Contract for a particular PBV Unit the BHA will attempt to relocate the participant to another PBV Unit. If there are no PBV units available in the building or otherwise suitable, the BHA will offer the Family a tenant-based voucher if they are available. If the Family has been in the PBV program for more than one-year, the Family may request a tenant-based voucher.

(c) 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.

16.4.7 Owner Responsibilities

The Owner is responsible for performing all of the Owner responsibilities under the Agreement and the HAP Contract. 24 C.F.R. § 982.452 (Owner Responsibilities) applies.

16.4.8 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 BHA, and the Lease is in accordance with the HAP Contract and HUD requirements.

(d) 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.

(e) 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.

(f) The amount of the housing assistance payment is the correct amount due under the HAP Contract.

(g) The Rent to Owner for each contract Unit does not exceed rents charged by the Owner for other comparable unassisted Units.

(h) 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 BHA, HUD, or any other public or private source) for rental of the contract Unit.

(i) The Family does not own or have any interest in the contract Unit.

16.5 Occupancy

16.5.1 How Participants are Selected

(a) Who may receive PBV assistance?

(1) The BHA may select Families who are Participants in the BHA's tenant-based voucher program and Families who have applied for admission to the voucher program.

(2) Except for voucher participants (determined eligible at original admission to the voucher program), the BHA may only select families determined eligible for admission at commencement of PBV assistance.

(3) The BHA maintains site based waiting lists for each PBV Development in its portfolio. An otherwise eligible applicant has the ability to apply for any and all open site based waiting lists

(4) An Eligible applicant with the earliest approval date, Priority and/or Preference(s) will receive one offer of an apartment of appropriate size at a PBV site of choice. Failure to accept the first housing offer will result in the withdrawal from the particular site where the offer was made.
Failure to accept the housing offer will result in the withdrawal from all PBV site based waiting lists. The Applicant will lose any approved Priority and/or Preference. Furthermore, the Applicant will only be eligible to re-apply after one year from the date of the most recent apartment assignment rejection

Withdrawal from a PBV site based waiting list(s) will have no effect on an applicant's positionon either the BHA's tenant based HCVP waiting list or the BHA's Public Housing waiting list(s).

(b) Protection of in-place Families.

(1) The term "in-place Family" means an eligible Family residing in a proposed contract Unit on the proposal selection date.

(2) In order to minimize displacement of in-place families, if a Unit to be placed under contract that is either an existing Unit or one requiring rehabilitation is occupied by an eligible Family on the proposal selection date, the in-place Family must be placed on the BHA's waiting list (if the Family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project Owner for an appropriately sized PBV Unit in the project. (However, the BHA may deny assistance for the grounds specified in 24 C.F.R. § 982.552 and 982.553.) Admission of such families is not subject to income-targeting under 24 C.F.R. § 982.201(b)(2)(i), and such families must be referred to the Owner from the BHA's waiting list. BHA shall give such families priority for admission to the PBV program. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

16.5.2 BHA Information for Accepted Family

(a) Oral briefing.

When a Family accepts an offer of PBV assistance, the BHA must give the Family an oral briefing. The briefing must include information on the following subjects:

(1) A description of how the program works; and

(2) Family and owner responsibilities.

(b) Information packet.

The BHA must give the Family a packet that includes information on the following subjects:

(1) How the BHA determines the total tenant payment for a Family;

(2) Family obligations under the program; and

(3) Applicable fair housing information.

(c) Providing information for persons with Disabilities.

(1) If the Family head or spouse is a Disabled Person, the BHA must take appropriate steps to assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet, including in alternative formats.

(2) The BHA shall have some mechanism for referring to accessible PBV units to a Family that includes a person with mobility impairment.

(d) Providing information for persons with limited English ability.

The BHA will communicate with persons of limited English ability in accordance with section1.3.4.

16.5.3 Leasing of Contract Units

(a) Owner selection of tenants.

(1) During the term of the HAP contract, the owner must Lease contract units only to eligible Families selected and referred by the BHA from the BHA waiting list.

(2) 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.

(3) An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

(b) Size of unit.

The contract unit Leased to each Family must be appropriate for the size of the Family under the BHA's subsidy standards. See section 15.5.9

16.5.4 Vacancies

(a) Filling vacant units.

(1) The Owner must promptly notify the BHA of any vacancy or expected vacancy in a contract unit. After receiving the owner notice, the BHA must make every reasonable effort to refer promptly a sufficient number of Families for the owner to fill such vacancies.

(2) The Owner must Lease vacant contract units only to eligible Families on the BHA waiting list referred by the BHA.

(3) The BHA and the Owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

(b) Reducing number of contract units.

(1) If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the BHA to fill such vacancies), the BHA 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.

(2) If a unit is occupied by a family whose income increases or exceeds the rent to owner the unit must be removed from the HAP contract 180 days after the last HAP payment .

The BHA may add units to the building by amending the HAP contract in accordance with section 15.4.5

16.5.5 Tenant Screening

(a) BHA option.

(1) The BHA will screen tenants for eligibility. The owner is also responsible for screening tenants.

(b) Owner responsibility

(1) 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:

(i) Payment of rent and utility bills;

(ii) Caring for a unit and premises;

(iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

(v) Compliance with other essential conditions of tenancy;

(c) Providing tenant information to owner.

(1) The BHA will provide information to the owner in accordance with section 7.3.3:

16.5.6 Lease

(a) 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.

(b) Form of Lease

(1) The tenant and the Owner must enter a written Lease for the Unit. The Lease must be executed by the Owner and the tenant.

(2) If the Owner uses a standard Lease form for rental to unassisted tenants in the locality or the premises, the Lease must be in such standard form, except as provided in paragraph (b)(4) of this section. 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 BHA model Lease.

(3) 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.

(4) The BHA will review the Owner's Lease form to determine if the Lease complies with State and local law. The BHA may decline to approve the tenancy if the BHA determines that the Lease does not comply with state or local law.

(c) Required information

The Lease must specify all of the following:

(1) The names of the Owner and the tenant;

(2) The Unit rented (address, Apartment number, if any, and any other information needed to identify the leased contract unit);

(3) The term of the Lease (initial term and any provision for renewal);

(4) The amount of the tenant Rent to Owner. The tenant Rent to Owner is subject to change during the term of the Lease in accordance with HUD requirements;

(5) A specification of what services, maintenance, equipment, and utilities are to be provided by the Owner; and

(6) The amount of any charges for food, furniture, or supportive services.

(d) Tenancy addendum

(1) The tenancy addendum in the Lease shall state:

(i) The program tenancy requirements (as specified in this part);

(ii) The Family Composition as approved by the BHA (names of Family members and any BHA-approvedLive-In-Aide).

(2) 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.

(e) Changes in Lease

(1) 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 BHA a copy of all such changes.

(2) The Owner must notify the BHA 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 BHA and in accordance with the terms of the Lease relating to its amendment. The BHA must redetermine reasonable rent, in accordance with 24 C.F.R. § 983.303(c), based on any change in the allocation of responsibility for utilities between the Owner and the tenant, and the redetermined reasonable rent shall be used in calculation of Rent to Owner from the effective date of the change.

(f) Initial term of Lease.

The initial Lease term must be for at least one year.

(g) Lease provisions governing tenant absence from the Unit.

The Lease may specify a maximum period of tenant absence from the Unit that is shorter than the maximum period permitted by BHA policy.

16.5.7 Owner Termination of Tenancy and Eviction

(a) In general.

24 C.F.R. § 982.310 applies with the exception that §§ 982.310(d)(1)(iii) and (iv) do not apply to the PBV program. (In the PBV 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.) 24 C.F.R. §§ 5.858-5.861 on eviction for drug and alcohol abuse apply to this part.

(b) Upon Lease expiration, an Owner may:

(1) Renew the Lease;

(2) Refuse to renew the Lease for good cause as stated in paragraph (a) of this section;

(3) Refuse to renew the Lease without good cause, in which case the BHA would provide the Family with a tenant-based voucher, if available, and the Unit would be removed from the PBV HAP Contract.

(c) If a Family resides in a project-based Unit excepted from the twenty five percent (25%) 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.

165.8 Security deposit: amounts owed by tenant

(a) The Owner may collect a security deposit from the tenant in accordance with Massachusetts State law.

16.5.9 Overcrowded, under-occupied, and accessible units

(a) Family occupancy of wrong-size or accessible Unit.

The BHA subsidy standards determine the appropriate Unit size for the Family size and composition. If the BHA determines that a Family is occupying a:

(1) Wrong-size Unit, or

(2) Unit with accessibility features that the Family does not require, and the Unit is needed by a Family that requires the accessibility features, the BHA must promptly notify the Family and the Owner of this determination, and of the BHA's offer of continued assistance in another Unit pursuant to paragraph (b) of this section.

(b) BHA offer of continued assistance.

(1) If a Family is occupying a:

(i) Wrong-size Unit, or

(ii) Unit with accessibility features that the Family does not require, and the Unit is needed by a Family that requires the accessibility features, the BHA must offer the Family the opportunity to receive continued housing assistance in another Unit.

(2) The BHA will offer continued housing assistance in the form of:

(i) PBV assistance in an appropriate-size Unit (in the same building or in another building);

(A) When offering continued assistance in another PBV Unit, the BHA will first attempt to place the Family in the same project. If no units are available in the same project, the BHA will attempt to offer the Family a PBV Unit with same Owner. If a Unit is not available in the same project or with the same Owner, then the BHA will offer the Family any other PBV Unit that they qualify for.
Or:

(ii) Tenant-based rental assistance under the voucher program

(c) BHA termination of housing assistance payments

(1) If the BHA offers the Family the opportunity to receive tenant-based rental assistance under the voucher program, the BHA must 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 BHA) or the date the family vacates the unit, whichever comes first.

(a) If the family does not vacate the unit by the voucher expiration date, the BHA must remove the unit from the HAP contract.

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(2) If the BHA offers the Family the opportunity for another form of continued housing assistance in accordance with paragraph (b)(2) of this section (not in the tenant-based voucher program), and the Family does not accept the offer within fourteen (14) days of the date of the offer (or rejects the offer), and does not move out of the unit or both, the BHA must terminate the housing assistance payments for the wrong-sized or accessible Unit at the end of the second month following the offer. The BHA must also remove the unit from the HAP contract.

16.5.10 Family right to move

(a) The 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 intent to vacate (with a copy to the BHA) in accordance with the Lease. See also section 11.4.

(b) If the Family has elected to terminate the Lease in this manner, the BHA must 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.

(c) Before providing notice to terminate the Lease under paragraph (a) of this section, a Family must make a written request for 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 PBV Unit, the BHA will place the Family on a waiting list by date and time of request to receive the next available opportunity for continued tenant-based rental assistance.

(d) If the Family terminates the assisted Lease before the end of one year, the Family relinquishes the opportunity for continued tenant-based assistance.

(e) Good standing requirement to receive continued assistance in the tenant-based voucher program. The BHA may deny the opportunity for a tenant-based voucher where there are grounds for denial or termination. See 24 C.F.R. § 982.314(e)(2).

16.5.11 When occupancy may exceed 25-percent cap

(b) (a) The BHA may not select a proposal to provide PBV assistance for Units in a project or enter into an Agreement or HAP Contract to provide PBV assistance for Units in a project, if the total number of dwelling units in the project that will receive PBV assistance exceeds 25 units or 25 percent of the total number of Units (assisted or unassisted) in the project whichever is greater, unless the project qualifies for an exception.

(b) In referring families to the Owner for admission to excepted units, the BHA must give preference to Elderly or Disabled Families; or to Families receiving supportive services. Said preferences will be applied to those waiting lists in conjunction with the executed HAP contract.

(c) If a Family at the time of initial tenancy is receiving and while the resident of an excepted Unit has received FSS supportive services or any other service as defined in the BHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the Family resides in the Unit.

(d) 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 the BHA administrative plan or the remaining members of a Family that no longer qualifies for Elderly or Disabled Family status) must vacate the Unit within a reasonable period of time established by the BHA, and the BHA shall 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 must 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 24 C.F.R. § 983.206(a); 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) shall be terminated by the BHA.

16.6 Rent to Owner

15.6.1 Determining the Rent to Owner

(a) Initial and Redetermined rents

(1) The amount of the initial and redetermined Rent to Owner is determined in accordance with this section and 24 C.F.R. § 983.302.

(2) The amount of the initial Rent to Owner is established at the beginning of the HAP Contract term.

(3) The Rent to Owner is redetermined at the Owner's request for a rent increase in accordance with this section and 24 C.F.R. § 983.302. The Rent to Owner is also redetermined at such time when there is a five percent or greater decrease in the published FMR in accordance with 24 C.F.R. § 983.302.

(b) Amount of Rent to Owner

Except for certain tax credit units as provided in paragraph (c) of this section, the Rent to Owner must not exceed the lowest of:

(1) An amount determined by the BHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the Unit bedroom size minus any utility allowance;

(2) The Reasonable Rent; or

(3) The rent requested by the Owner.

(c) Rent to Owner for Certain Tax Credit Units

(1) The BHA will determine the rent on tax credit units in accordance with federal law.

(d) Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit Unit described in paragraph (c)(1) of this section, the Rent to Owner for all other tax credit units is determined pursuant to paragraph (b) of this section.

(e) Reasonable Rent

The BHA shall determine Reasonable Rent in accordance with 24 C.F.R. § 983.303. The Rent to Owner for each contract Unit may at no time exceed the Reasonable Rent.

(f) Use of FMRs and utility allowance schedule in determining the amount of Rent to Owner.

(1) Amounts Used

(i) Determination of initial rent (at beginning of HAP Contract term). When determining the initial Rent to Owner, the

BHA shall 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 BHA 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 BHA shall use the most recently published FMR and the BHA utility allowance schedule in effect at the time of redetermination. At its discretion, the BHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

(2) Exception Payment Standard and PHA Utility Allowance Schedule

(i) Any HUD-approved exception payment standard amount under 24 C.F.R. § 982.503(c) 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 PBV program.

(ii) The PHA may not establish or apply different utility allowance amounts for the PBV program. The same PHA utility allowance schedule applies to both the tenant-based and the PBV programs.

(g) BHA-Owned Units

For BHA-owned PBV units, the initial Rent to Owner and the annual redetermination of rent at the annual anniversary of the HAP Contract are determined by the independent entity approved by HUD in accordance with 24 C.F.R. § 983.59. The BHA must use the Rent to Owner established by the independent entity.

16.6.2 Redetermination of Rent to Owner

(a) The BHA must redetermine the Rent to Owner:

(1) Upon the Owner's request; or

(2) When there is a ten percent or greater decrease in the published FMR in accordance with 24 C.F.R. § 983.301.

(b) Rent Increase

(1) The BHA may not make any rent increase other than an increase in the Rent to Owner as determined pursuant to 24 C.F.R. § 983.301.

(2) The Owner must submit a written request for a rent increase at least sixty (60) days prior to the date of the anniversary of the HAP contact to receive and increase in rent. A rent increase that is not submitted at least (60) days prior to the date of the anniversary of the HAP contract shall not be processed until the following year.

(c) Rent Decrease

If there is a decrease in the Rent to Owner, as established in accordance with 24 C.F.R. § 983.301, the Rent to Owner must be decreased, regardless of whether the Owner requested a rent adjustment.

(d) Notice of rent redetermination

Rent to Owner is redetermined by written notice by the BHA to the Owner specifying the amount of the redetermined rent. The BHA notice of the rent adjustment constitutes an amendment of the Rent to Owner specified in the HAP Contract.

(e) Contract year and annual anniversary of the HAP Contract

(1) 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.

(2) 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.

(3) See 24 C.F.R. § 983.206(c) for information on the annual anniversary of the HAP Contract for contract units completed in stages.

16.6.3 Reasonable Rent

(a) Owner Certification of Comparability

By accepting each monthly housing assistance payment from the BHA, 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 BHA information requested by the BHA on rents charged by the Owner for other units in the premises or elsewhere.

(b) Determining Reasonable Rent for BHA-Owned Units

(1) For BHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with 24 C.F.R. § 983.59, rather than by the BHA. Reasonable rent must be determined in accordance with this section.

(2) The independent entity must furnish a copy of the independent entity determination of reasonable rent for BHA-owned units to the BHA and to the HUD field office where the project is located.

16.6.4 Other Subsidy: Effect on Rent to Owner

(a) General

In addition to the rent limits established in accordance with Sec. 983.301 and 24 C.F.R. § 982.302, the following restrictions apply to certain units.

(b) HOME

For units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program (24 C.F.R. § 92.252).

(c) Subsidized Projects

(1) This paragraph (c) 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.

(2) 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 listed in paragraph (c)(1) of this

section.

(d) Combining Subsidy

Rent to Owner may not exceed any limitation required to comply with HUD subsidy layering requirements. See 24 C.F.R. § 983.55.

(e) Other Subsidy: BHA Discretion to Reduce Rent

At its discretion, a BHA may reduce the initial Rent to Owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

(f) Prohibition of Other Subsidy

For provisions that prohibit PBV assistance to units in certain types of subsidized housing, see 24 C.F.R. § 983.54.

16.6.5 Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to the limitation to 110 percent of the FMR in 24 C.F.R. § 983.301(b)(1), the rent reasonableness limit under §§ 983.301(b)(2) and 983.303, the rental determination provisions of § 983.301(f), the special limitations for tax credit units under § 983.301(c), and other rent limits under this part, the amount of Rent to Owner also may be subject to rent control or other limits under local, state, or federal law.

16.6.6 Payment to Owner

(a) When Payments are Made

(1) During the term of the HAP Contract, the BHA shall make housing assistance payments to the Owner in accordance with the terms of the HAP Contract. The payments shall be made for the months during which a contract Unit is Leased to and actually occupied by an eligible Family.

(2) Except for discretionary vacancy payments in accordance with 24 C.F.R. § 983.352, the BHA may not make any housing assistance payment to the Owner for any month after the month when the Family moves out of the Unit (even if household goods or property are left in the unit).

(b) Monthly Payment

Each month, the BHA shall make a housing assistance payment to the Owner for each contract Unit that complies with the HQS and is Leased to and occupied by an eligible Family in accordance with the HAP Contract.

(c) Calculating Amount of Payment

The monthly housing assistance payment by the BHA 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).

(d) Prompt Payment

The housing assistance payment by the BHA to the Owner under the HAP Contract shall be paid to the Owner on or about the first day of the month for which payment is due, unless the Owner and the BHA agree on a later date.

(e) Owner Compliance with Contract

To receive housing assistance payments in accordance with the HAP Contract, the Owner must comply with all the provisions of the HAP Contract. Unless the Owner complies with all the provisions of the HAP Contract, the Owner does not have a right to receive housing assistance payments.

16.6.7 Vacancy Payment

(a) 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"). However, the Owner may not keep the payment if the BHA determines that the vacancy is due to the Owner's fault.

16.6.8 Tenant Rent; Payment to Owner

(a) BHA Determination

(1) The tenant rent is the portion of the Rent to Owner paid by the Family. The BHA determines the tenant rent in accordance with HUD requirements.

(2) Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the BHA to the Family and the Owner. See also section 8.6 of this Administrative Plan.

(b) Tenant Payment to Owner

(1) The Family is responsible for paying the tenant rent (total tenant payment minus the utility allowance).

(2) The amount of the tenant rent as determined by the BHA is the maximum amount the Owner may 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.

(3) The Owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the BHA. The Owner must immediately return any excess payment to the tenant.

(4) The Family is not responsible for payment of the portion of the Rent to Owner covered by the housing assistance payment under the HAP Contract. The Owner may not terminate the tenancy of an assisted Family for nonpayment of the BHA housing assistance payment.

(c) Limit of BHA Responsibility

(1) The BHA is responsible only for making housing assistance payments to the Owner on behalf of a Family in accordance with the HAP Contract. The BHA is not responsible for paying the tenant rent, or for paying any other claim by the Owner.

(2) The BHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the tenant rent or to pay any other claim by the Owner. The BHA may not make any payment to the Owner for any damage to the Unit, or for any other amount owed by a Family under the Family's Lease or otherwise.

(d) Utility Reimbursement

(1) If the amount of the utility allowance exceeds the total tenant payment, the BHA shall pay the amount of such excess as a reimbursement for tenant-paid utilities (“utility reimbursement") and the tenant rent to the Owner shall be zero.

(2) The BHA either may pay the utility reimbursement to the Family or may pay the utility bill directly to the utility supplier on behalf of the Family.

(3) If the BHA chooses to pay the utility supplier directly, the BHA must notify the Family of the amount paid to the utility supplier.

16.6.9 Other Fees and Charges

(a) Meals and Supportive Services

(1) Except as provided in paragraph (a)(2) of this section, 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) In assisted living developments receiving project-based assistance, Owners may charge tenants, Family members, or both for meals or supportive services. These charges may not be included in the Rent to Owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the Lease by the Owner in an assisted living development.

(b) 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. If an Owner does charge extra amounts the BHA reserves the right to terminate all HAP Contracts with that Owner.

CHAPTER 17: RENTAL ASSISTANCE DEMONSTRATION (RAD)

HUD's Rental Assistance Demonstration (RAD) is a voluntary conversion program whereby Public Housing Agencies can convert housing stock to a different platform (PBV or PBRA) in order to access more stable funding for improvements and preservation.

The PBV rules and regulations as set out in Chapter 16 apply to RAD units, except as stated within this chapter.

17.1 Site Selection

RAD units will follow the Site Selection standards as set out in Chapter 16. 2.1 above, and in accordance with exceptions allowable under HOTMA.

17.2 Eligibility The following applies to in place families, both RAD and non RAD PBVs, at a converting site:

17.2.1 Eligibility at Conversion- All current residents are eligible at the time of conversion. No rescreening or re-certication will be performed at the time of conversion

17.2.2 Under-houseding- In order for a unit to be included in the RAD HAP contract, the existing family must not be under-housed according BHA subsidy standards.

17.2.3 Eligibility at Turn-Over – Vacancies will be filled in accordance with eligibility requirements as set out in Chapters 5 & 16 of this Administrative Plan.

17.3 HQS (Housing Quality Standards)

17.3.1 Units are all eligible at the time of conversion with the exception of units that have health and safety violations, or units in which the family is under-housed.

(a) Individual Inspection approvals for each unit are not required at the time of RAD HAP execution. Individual Inspection approvals will be conducted in accordance with the RCC (RAD Conversion Commitment)

17.4 Initial Contract Rent and Rent Increases

Initial contract rent to owner is set by HUD, and based upon the amount of subsidy the project was receiving under the Public Housing Program.

17.4.1 Rent increases. The contract rent is adjustable annually at the anniversary of the RAD HAP contract upon request of the owner. The adjustment will be made using the Operating Cost Adjustment Factor (OCAF) published by HUD, and will be the lower of rent reasonableness or OCAF. The rent to owner will never be reduced below the initial contract rent.

17.5 Right to Return This applies to in place families, both RAD and non RAD PBVs, at a converting site:

Residents who are relocated during rehabilitation/construction shall have a right of

return.

17.6 Payments to the Owner during Rehabilitation/Construction

17.6.1 RRAP (RAD Rental Assistance Payments) Owners are eligible for RRAP payments for units undergoing rehabilitation/construction during the term of the RCC for all units under the RAD HAP contract.

17.7 Tenant Share - The following applies to in place families, both RAD and non RAD PBVs, at a converting site:

17.7.1 Initial Tenant Share will be Participant's TTP or Flat rent at the time of conversion.

(a) If the Participant's rent increases by more than the greater of 10% or $25.00 solely as a result of the conversion the increase in the tenant share will be phased in over a three (3) year period.

(b) If during the term of the phase in the TTP becomes less than or equal to the initial conversion TTP than the phase in will cease.

(c)

(d) Earned Income Disregard (EID). See eligibility criteria in Sections 5.5.3(j) & 5.5.3(l). Participants who at the time of conversion are employed and are receiving EID shall continue to receive the EID after conversion until maximum twenty-four (24) month time frame elapses.

(i) A Participant only receives one EID during their stay in assisted housing.

(j) Upon the expiration of the EID the rent adjustment shall not be subject to rent phase-in

(e) When TTP exceeds the gross rent, the requirement to remove the unit from the contract after six (6) months of nonpayment has been waived by HUD. The converting family may remain in the unit and when and if the converting family's TTP falls below the gross rent the converting family may be eligible to receive a subsidy. During the time the families TTP exceeds the gross rent all other PBV rules apply. .

17.8 Choice Mobility

17.8.1 Voucher Inventory Turnover Cap- If the BHA as a result of RAD, has a total number of PBV units (including RAD PBV units) under HAP contract which exceeds twenty (20%) of the BHA's authorized units under its HCV ACC with HUD, the BHA may limit the issuance of vouchers to three quarter of its turnover vouchers in any

single year to residents of the covered projects.

CHAPTER 18: GENERAL ADMINISTRATIVE PROCEDURES

18.1 Fraud and Criminal Acts Against the BHA

17.1.1 Fraud Defined

Fraud is an intentional misrepresentation of the truth or concealing of material fact to induce another to act to his or her detriment.

18.1.2 Fraud by a Family

(a) *Family Fraud Against the BHA*. Examples of fraud by a Family against the BHA include, but are not limited to:

(1) Misrepresentation of income, Assets, or deductions;

(2) Misrepresentation of the Family's residence or composition; and

(3) Subletting or assigning the Apartment.

(b) *Termination or Denial of Assistance*. The BHA will propose termination of the Participant's assistance in accordance with Chapter 13 or deny assistance, in accordance with Chapter 6, to an Applicant who commits fraud. The BHA may use its discretion to enter into a repayment agreement with a family.

(c) *Fraud Reporting*. The BHA may report any incident of Fraud to the HUD Office of the Inspector General or any other applicable law enforcement agency.

18.1.3 Owner Fraud and Program Abuse

(a) Examples of fraud and program abuse by an Owner include, but are not limited to:

(1) Providing false information on a Rent Roll or RTA;

(2) Collecting extra or side rent payments from the Participant;

(3) Collecting assistance for Apartments not occupied by eligible families;

(4) Filing false vacancy loss or damage claims; and

(6) Bribing, or attempting to bribe, a BHA employee.

(b) *Action for Owner Fraud or Program Abuse*. In cases of suspected or alleged Owner fraud, the Leasing Officer will ask the Owner for an explanation of the suspected or alleged abuse. If the Owner is

found to have intentionally abused the program, the BHA may cancel the HAP Contract (issuing the Family a new Voucher) and require the Owner to reimburse the BHA for extra or excessive HAP payments, overcompensated claims for vacancy loss, unpaid Tenant Rent, or damages. The BHA may require the Owner to reimburse the tenant for any overpayment, unauthorized side agreements, or utility costs. The BHA will ask the Owner for proof that the matter has been resolved.

The BHA may also seek redress in these matters through the Courts, with the HUD Inspector General's office, the Boston Police Department, or the Massachusetts District Attorney. In addition, the BHA may refuse to enter into a new HAP Contract with such an Owner.

18..2 Special BHA Analyses

18..2.1 Analysis of Utility Costs

The BHA will review Utility Allowances at least annually. The BHA will establish new Allowances if old Utility Allowances are inadequate. The BHA will always revise its Utility Allowance for any and all utility categories if there has been a change of ten percent (10%) or more in the utility rate since the last Utility Allowance revision. The BHA may revise the utility allowances for any change in rate supported by data analysis. The Administrator or his or her designee will approve all adjustments to the Utility Allowance schedules. The BHA will retain the documentation utilized in the annual review for seven (7) years.

When there is a change in the utility allowance schedule the BHA may implement the revised utility allowance immediately (upon 30 days written notice), but no later than the next reexamination.

18..2.2 Analysis of Rental Opportunities

To provide assistance in further expanding housing opportunities for Voucher holders, the BHA may periodically analyze rental prices both within and outside of the City, especially in areas with relatively low poverty and low concentrations of assisted housing, to determine whether the current Payment Standards allow families to find housing in a broad variety of areas. The BHA may also seek general adjustments or neighborhood exceptions from HUD as appropriate.

18..2.3 Housing Assistance Payments Register Review

On a monthly basis the Administrator or his or her designee shall review the Housing Assistance Payments register to ensure that it is current and

reflects changes in payment due to Owners of Units assisted under the Section 8 program.

18.2.4 Revising the Payment Standard; Affordability Adjustments

The Payment Standard established by the BHA shall not exceed the greater of 110% of the metropolitan area FMR or an exception Payment Standard as permitted or approved by HUD. The Payment Standard shall not be less than 90% of the metropolitan FMR.

The BHA may establish a payment standard in between 90 and 110% of the applicable metropolitan area FMR in each zip code within the BHA's administrative jurisdiction.

The BHA may utilize up 110% Small Area Fair Market (SAFMR) as an exception payment standard in a zip code after considering the local rental market.

When a New Payment Standard is Applied. The BHA will apply the Payment Standard that is effective on the date the initial Lease and HAP Contract are effective. If the Payment Standard has increased, the BHA will change a Family's Payment Standard at the first annual reexamination after the New Payment standard is effective. If the Payment standard has decreased the BHA will make no change to the Family's Payment Standard for the duration of the HAP contract, except when the Family has a change in voucher size, or a waiver is granted by HUD, then the BHA will give 30 days written notice of said change.

(a) *The Review Process*. On a periodic basis, the BHA will review the Tenant Share of Rent for families subsidized under the Voucher program. If the rent burdens are determined to be high, the BHA may decide to adjust the Payment Standard upward. In no instance shall the Payment Standard be raised above 110% of the Fair Market Rents except for Reasonable Accommodation and exception Payment Standards.

(b) In the case of a Reasonable Accommodation request by a Disabled Person for a Payment Standard of 120% of the Fair Market Rent, where the requisite verification of the disability or handicap and the higher Payment Standard would accommodate the disability or handicap, the BHA will seek HUD approval of a higher Payment Standard.

(c) *Local Factors*. The BHA will take into consideration local factors when reviewing the applicable Payment Standards. Survey and research data will be utilized to review any overall increase in rental prices for the city and their effect on Voucher subsidy holders.

18..3 Omitted Intentionally

18.4 Periodic Review of Administration

The Leased Housing Division will periodically review its procedures and revise them as necessary to accomplish its goals more efficiently and effectively and to assure compliance with the requirements of the Section 8 Management Assessment Program ("SEMAP"), and applicable federal, State, and local laws. The review and revision of this Administrative Plan is an example of such an undertaking.

18.5 Administration of Vouchers in Accordance with HUD NOFA.

The BHA has the ability to administer new Section 8 set-asides in accordance with such criteria as listed in HUD Notices of Funding Availability ("NOFA"). The BHA will track/monitor any special set-asides in a manner consistent with the NOFAs and HUD requirements.

Chapter 19: Glossary

1937 Act - 1937 Act means the United States Housing Act of 11037 (42 U.S.C. § 1437 et seq.).

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

Absorption - In Portability, the point at which a Receiving Housing Authority stops billing the Initial Housing Authority for assistance on behalf of a portable Family.

ACC reserve account (Project Account) - The account established and maintained in accordance with 24 C.F.R. § 882.403(b).

Adjusted Annual Income - Annual Income of all family members, as verified by the BHA, after deductions, exceptions and exclusions are made with respect to each of the members of the Family to determine initial and continued program eligibility.

Administrative Fee - Fee paid by HUD to the BHA for the administration of the program.

Administrative Plan - This plan that describes the BHA policies for the administration of the HCVP.

Administrator - The chief executive officer of the BHA.

Admission - The point when the Applicant Family becomes a Participant in the program. In a tenant-based program, the date used for this purpose is the effective dated of the first HAP Contract for a Family (first day of initial Lease term).

Adult - A Family Member who is 18 years or older, or who is the Head of the Household, or spouse, or Co-Head.

Agency Determination Form - The form used by the BHA to calculate the term of the Voucher and notify the Applicant or Participant of any Suspension period due to the submission of a RTA or and Extension granted by the BHA.

Agency Plan - The BHA Agency Plan is a comprehensive guide to BHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the BHA Plan: the Five-Year Plan, which the BHA submits to HUD once every fifth year, and the Annual Plan, which is submitted to HUD every year.

Agreement to enter into Housing Assistance Payments Contract (AHAP) - A written agreement between the Owner and the PHA that, upon satisfactory completion of the rehabilitation in accordance with requirements specified in the AHAP, the PHA will enter into a Housing Assistance Payments Contract with the Owner.

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 HCVP, and the BHA agrees to comply with HUD requirements for the program.

Annual Income -

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

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this definition.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) **Annual income** includes, but is not limited to (See 24 C.F.R. § 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 shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

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

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for

the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this definition);

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

(6) Welfare assistance payments.

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

(A) Qualify as assistance under the TANF program definition at 45 C.F.R. § 260.31; and

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

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

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

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

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

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

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a Live-In-Aide, as defined in section 5.4.2 of this Administrative Plan;

(6) The full amount of student financial assistance paid directly to the student or to the educational institution;

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

(8)

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

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

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

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

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

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

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

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

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

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

(14) 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;

(15) 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

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

(d) Annualization of 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 PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Apartment - Residential space for the private use of a Family. Also referred to as a Unit.

Applicant (Applicant Family) - A Family that has applied for Admission to a program but is not yet a Participant.

Assets - Assets generally means cash which is accessible to a person including: checking and savings accounts, stocks, bonds, equity in real property, and the cash value of tangible personal property such as furniture, automobiles and household effects. (Certain types of tangible personal property are included, such as coin collections or jewelry, but essential tangible personal property reasonably necessary for everyday living, such as furniture and automobiles are not included. For included real or personal property holdings, the value of the asset is the cash amount that would remain if the resident converted the asset to cash and deducted any outstanding mortgages, liens or selling expenses.)[24]

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.

Area Median Income (AMI) - The median income of the greater Boston area as determined by HUD.

Base Rent - The base rent is calculated using the rent charged for the Unit or the estimated costs to the Owner of owning, managing and maintaining the rehabilitated unit.

Bedroom Size – See Unit Size.

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 I3 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of 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.

Co-Head of Household - A person who, with the Head of Household, assumes the responsibility and accountability for the Family and signs the Lease. The Co-Head of Household is equal to and has the same rights and responsibilities as the Head of Household.

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[24] For more guidance on assets see HUD Handbook 4350.3, REV-1

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 Participant to determine eligibility or level of benefits.

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 becomes a Participant in the HCVP or any subprogram of the HCVP including the PBV program. Brief interruptions in assistance caused by transitioning from one form of assistance under one 1937 Act program to another will not be considered to break the continuity of assistance where the reason for the transition was through no fault of the family, including but not limited to, the expiration of a HAP Contract for a project-based development or termination of a HAP Contract for Owner breach or other extenuating circumstances.
Contract - See definition of Housing Assistance Payments Contract.

Contract Rent - The monthly rent payable to the Owner under the Lease and any amendments. The Contract Rent covers payment for any housing services, maintenance, and utilities that the Owner is required to provide and pay for.

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.

Cooperative Member - A family of which one or more members owns Membership Shares in a Cooperative.

Covered Person – A Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control.

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 based on a consideration of the following factors:

(1) The length of the relationship;

(2) The type of the relationship; and

(3) The frequency of interaction between the persons involved in the relationship.

Dependent - A member of the Family (except foster children and foster adults) other than the Head of Household, Co-Head of Household, spouse, or Emancipated Minor who is under 18 years of age, or is a Disabled Person, or is a Full-time student.

Disabled Family - A Family whose head, spouse, or sole member is a Disabled Person; or two or more Disabled Persons living together; or one or more Disabled Persons living with one or more Live-In-Aides

Disabled Person - For program eligibility, a person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. § 423).

For Eligibility in Federally-Assisted Housing – A person who:

(i) Has a disability defined as an inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or, in the case of a person who has attained the age of 55 and is blind, the inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he or she has previously engaged with some regularity and over a substantial period of time, or

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

(iii) Has a developmental disability which is a severe, chronic disability of an individual 5 years or older which is attributable to a mental or physical impairment or combination of impairments and which is manifested before the age of 22 and is likely to continue indefinitely and which results in substantial functional limitations in three or more of the following areas of major life activity (self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living and economic self-sufficiency), and which reflects the individual's need for assistance that is lifelong or of extended duration and is individually planned and coordinated. Such term shall not exclude persons who have the disease acquired immunodeficiency syndrome ("AIDS") or any conditions arising from the etiologic agent for AIDS.

For all purposes other than Eligibility, a person with a physical or mental impairment which substantially limits one or more life activities, or has a record of such impairment, or is regarded as having such an impairment.

- *No individual shall be considered a person with a disability solely because of drug or alcohol dependence.*

Displaced Person - A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared

or otherwise formally recognized pursuant to Federal disaster relief laws." See also 24 C.F.R. § 5.403's definition of "displaced family."

Domestic Violence – Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has 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 Massachusetts or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The BHA will form its Domestic Violence policies in accordance with federal, State and local laws.

Domestic Violence (for Priority Determination) - Continuing actual or threatened physical violence (including sexual abuse) directed against one or more of the Household Members by another Household Member or by a non-Household Member.

Domicile - The legal residence of the Family as determined in accordance with State and local law.

Drug – A controlled substance as defined in § 102 of the Controlled Substances Act (21 U.S.C. § 802).

Drug Related Criminal Activity - Illegal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Elderly Person - A person who is at least sixty-two (62) years of age.

Eligible Non-Citizen Status - The admittance of a Non-Citizen to the United States under one of the following categories:

(1) A Non-Citizen lawfully admitted for permanent residence as an immigrant as defined by sections 101(a)(15) and 101(a)(20) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15) and 8 U.S.C. § 1101(a)(20)), excluding, among others, Non-Citizen visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;

(2) A Non-Citizen who entered the United States prior to June 30, 1948, or such subsequent date as is enacted by law, has continuously maintained his or her residence in the United States since then, and is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General pursuant to section 249 of the Immigration and Nationality Act (8 U.S.C. § 1259) [8 U.S.C. § 1259];

(3) A Non-Citizen who is lawfully present in the United States pursuant to an Admission under section 207 of the Immigration and Nationality Act (8 U.S.C. § 1157) or pursuant to the granting of asylum (which has not been terminated) under section 208 of such Act (8 U.S.C. § 1158);

(4) A Non-Citizen who is lawfully present in the United States as a result of

an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest pursuant to Section 212(d)(5) of the Immigration and Nationality Act (8 U.S.C. § 1182(d)(5))

(5) A Non-Citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation pursuant to section 243 (h) of the Immigration and Nationality Act (8 U.S.C. § 1253(h));

(6) A Non-Citizen lawfully admitted for temporary or permanent residence under section 245A of the Immigration and Nationality Act (8 U.S.C. § 1255a).

Emancipated Minor - Minor (under 18 years old) with a child who has otherwise established him/herself as a non-Dependent individual.

Extremely Low-Income Families - low income families whose incomes does not exceed the higher of thirty percent (30%) of the area median income or the federal poverty level.

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 -

(1) Two or more persons regularly living together, related by blood, marriage, adoption, guardianship or operation of law; or who are not so related, but share income and resources and intend to live together;

(2) This definition includes single persons.[25]

(3) Other persons, including foster children, Live-In-Aides[26], and members temporarily absent (including children temporarily assigned to foster care[27]), may be considered a part of the household if they are living or will live regularly with the Household.

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[25] Single persons include: a single man; a single woman who is pregnant at the time of admission; a single person who has secured, or is in the process of securing, the custody of any individual(s) below the age of 18; an Elderly person; a Person with a Disability or Handicap; a Displaced Person; or a Single Person who is not Elderly, disabled, handicapped or displaced, each as defined in Chapter 11 of this Policy.
[26] Live-in-Aidess do not have rights of tenancy, nor can they be considered the remaining member of a resident household unless they are found to be a licensed Live-inAide and select one of the options in Chapter 5, section 5.4.2(g).
[27] See 24 C.F.R. § 5.403.

Family Break-Up - A Family Break-Up occurs when there one or more adult Household Members will no longer reside together and there is a dispute as to whom the subsidy will remain with. A Family Break-Up situation may often occur in instances including but not limited to: divorce, separation, or protective order. When a Family Break-Up occurs, the HCVP assistance does not necessarily remain with the Head of Household. Any adult Household Member, Emancipated Minor, or adult assuming responsibility for one or more minor family members could retain the HCVP Assistance.

Family Composition – See Household.

Family Self-Sufficiency Program (FSS Program) - The program established by the BHA to promote self-sufficiency or assisted families, including the coordination of supportive services (42 U.S.C. § 1437u).

FSS Contract - The FSS Contract includes the effective date, term, responsibilities of the Family and BHA and provisions for establishing an escrow account.

FSS Coordinator - The BHA employee that oversees Participants in the FSS program.

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 BHA's Subsidy Standards.

Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution shall include but not be limited to: college, university, secondary school, vocational school, or trade school.

Good Cause - A set of standards used by the Authority to determine the need for and special offer of housing in order to avoid a verifiable hardship. The basis for the special offer must be reliably documented and cannot result in discrimination on the basis of race, color, sex, sexual orientation, ethnicity, religion or national origin or handicap or disability.

Gross Rent - The sum of the rent to the Owner plus any utility allowances.

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 PCA).

Head of Household - The Family member who assumes the responsibility and accountability for the Household and signs the Lease.

Home - In the homeownership option: A dwelling Unit for which the BHA pays homeownership assistance.

Homeless - A Household lacks a fixed, regular and adequate nighttime habitation OR the primary nighttime dwelling is one of the following:

(a) A supervised public or private shelter designed to provide temporary living accommodations (includes welfare hotels, congregate shelters and transitional housing);

(b) A public or private place not designed for, or ordinarily used as, a regular sleeping place for human beings.

Homeowner - In the homeownership option: A Family of which one or more members own title to the Home.

Homeownership Expenses - In the homeownership option: A Household's allowable monthly expenses for the home, as determined by the PHA in accordance with HUD requirements.

Homeownership Option - Assistance for a Homeowner or Cooperative Member under 24 C.F.R. § 982.625 to 24 C.F.R. § 982.641.

Household (Family Composition) - All persons residing in an Apartment who are listed on the HUD 50058 as Household Members. The Household may include an approved PCA, who resides in the Apartment.

Household Member - A person residing in an Apartment who is listed on the HUD 50058 form as a Household Member. A Household Member may be an approved PCA who resides in the Apartment. Household Members are listed on the HUD-50058.

Housing Assistance Payment (HAP) - The monthly assistance by the BHA or another housing authority paid to the Owner in accordance with the HAP Contract.

HAP Contract - The contract that governs the monthly assistance paid by the BHA to the Owner.

Housing Quality Standards (HQS) - The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Choice Voucher - A document issued by the BHA to an eligible Applicant selected for admission to the HCVP or issued to a Participant during a relocation process. This document describes the program what the eligible Applicant must do to Lease an Apartment. The Voucher also states the obligations of the Family under the program. No Housing Choice Voucher will be effective for more than 120 days.

Housing Choice Voucher Holder - An Applicant or Participant Family that has an unexpired Housing Choice Voucher.

Housing Choice Voucher Program (HCVP) - The program that HUD pays rental subsidies so eligible families can afford decent, safe, and sanitary housing.

HUD (U.S. Department of Housing & Urban Development) - The federal department responsible for the Section 8 and public housing program as provided for in the 1937 Housing Act.

Immediate Family Member (for definition of Stalking) – A person who is:

(a) A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

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

Imputed Welfare Income - The amount of Annual Income not actually received by a Family, as a result of a specified welfare benefit reduction, that is nonetheless included in the Family's Annual Income for the purposes of determining rent.

Individual Training and Service Plan (IT&SP) - The FSS Coordinator uses the needs assessment to develop an Individual Training and Service Plan (IT&SP) for the tenant. This IT&SP breaks the large goal of self-sufficiency into smaller interim goals and outlines the activities and services necessary, along with an estimated time frame to achieve FSS program goals.

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.

In-place Tenants - Tenants living on a rehabilitated property at the time the HAP Contract is executed between the BHA and the Owner.

Interest in the Home - In the homeownership option:

(1) In the case of assistance for a homeowner, "Interest in the Home" includes title to the home, any Lease or other right to occupy the home, or any other present Interest in the Home.

(2) In the case of assistance for a Cooperative Member, "Interest in the Home" includes ownership of Membership Shares in the Cooperative, any Lease or other right to occupy the home, or any other present Interest in the Home.

Interim Recertification - A reexamination of a Participant's income, expenses, and Family Composition conducted between the annual re-certifications when a change in a Family's circumstances warrant such a reexamination.

Jurisdiction - The area in which the BHA has authority under State and local law to administer the program. Under Massachusetts Law the BHA Jurisdiction is anywhere within the Commonwealth of Massachusetts.

Lease - A written agreement between the Apartment Owner and the Head or Co-Head of Household for the occupancy of the Apartment.

Leased Housing Division - The division within BHA that is responsible for the administration of the Section 8 Programs and other various subsidized housing programs.

Leasing Officer - The employee of the BHA that assists the Participant with continued eligibility and participation in the Section 8 program.

Live-in Aide - a person who:

(i) Is determined by BHA based upon medical documentation from a Qualified Healthcare Provider to be essential to the care and wellbeing of an Elderly or Disabled Person or persons; ***AND***

(ii) Is not obligated to support the Elderly or Disabled Person or persons; **AND**

(iii) Would not be living in the Apartment except to provide the necessary supportive care; ***AND***

(v) Has no right to the Apartment as a Residual Tenant except as provided in section 8.9, ***AND***

(vi) Does not have his/her income included in the Elderly or Disabled Participant's Household for the purposes of determining total Family income and rent except as provided in section 8.9.

Lower Income Families – Families with incomes between 51 percent and 80 percent of the median income.

Low-Income Household - A Household whose Annual Income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families. [1937 Act]

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.

Manufactured Home Space - 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.

Minor - A Minor is a person less than 18 years of age. An unborn child will not be considered as a Minor. (See also the definition of Dependent)

Mitigating Circumstances - Circumstances which would tend to lessen the negative impact of unsuitable behavior and which may overcome or outweigh negative information gathered in the Admissions or Termination process about the Applicant/Participant.

Mixed Family - A Family whose members include those with citizenship or Eligible Non-Citizen Status, and those without citizenship or Eligible Non-Citizen Status.

Membership Shares - In the homeownership option: shares in a Cooperative. By owning such Cooperative shares, the share-owner has the right to reside in a particular Unit in the Cooperative, and the right to participate in management of the housing.

Moderate Rehabilitation – Section 8 Housing Program which requires 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:

(1) 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

(2) Repair or replace major building systems or components in danger of failure.

Monthly Adjusted Income - One twelfth of Adjusted Income Annual.

Monthly Income - One twelfth of Annual Income.

Mutual Housing - included in the definition of "Cooperative."

National - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family - A Family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more Live-In-Aides.

Non-Citizen - 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.

Other Person Under the Tenant's Control - A person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises 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.

Overcrowded – A condition of occupancy where given its bedroom size and applicable HQS standards, too many people reside in an Apartment.

Owner – Any person or entity, including a Cooperative, having the legal right to Lease or Sub-lease existing housing.

Participant (Participant Family) – A Family that has been admitted to the housing authority's program and is currently assisted in the program. A Participant will also include those persons which the BHA has an obligation to offer Continued Assistance. 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).

Participant in Good Standing – A Participant who has not violated any rules of the Section 8 program in the prior year is a Participant in good standing. If a Participant has violated Section 8 program rules but the violation has been resolved by agreement between the Participant and the BHA or another PHA, and, if applicable, the Participant has honored the terms of the agreement for the prior year, then the Participant is in good standing. If a determination is pending, the Participant will be considered "in good standing" pending the final decision or resolution of any pending proposed violation of Section 8 program rules and obligations.

Payment Standard – The maximum monthly assistance payment for a Family before deducting the Total Tenant Payment by a Family. For a Voucher tenancy, the housing authority sets a Payment Standard in the range from 90% to II0% of the current FMR or at any exception Payment Standard amount approved by HUD.

Perpetrator – A person who commits an act of Domestic Violence, Dating Violence Stalking, or Sexual Assault against a victim.

Personal Care Attendant (PCA) – See Live-In-Aide :

Portability - Renting a dwelling Unit with Section 8 tenant-based assistance outside the Jurisdiction of the Initial Housing Authority.

Preference - The BHA gives preference to an Applicant on the waiting list if they qualify for one of the Preference categories listed below. See section 3.3.6. Preference points are cumulative and are added to the Applicant's Priority points (if any) to determine an Applicant's position on each BHA waiting list. An Applicant may qualify for more than one Preference at a time. Specific Preference definitions and point information can be found in section 3.3.6 of this Administrative Plan.

Premises - The building or complex in which the dwelling Unit is located, including common areas and grounds.

Present Ownership Interest - In the homeownership option: "Present Ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of Membership Shares in a Cooperative. "Present Ownership Interest" in a residence does not include the right to purchase title to the residence under a Lease-purchase agreement.

Priority - Priority is a housing-related situation that affects an Applicant's present residential status. The BHA gives points to an Applicant with a Priority that ranks an Applicant higher on each waiting list than an Applicant without Priority. An Applicant can

qualify for only one Priority at any given time. Certain Priorities are given more points than others are. An Applicant will always be assigned to the highest Priority for which they qualify.

Private Space - In Shared Housing: The portion of a contract Unit that is for the exclusive use of an assisted Family.

Proration of Assistance - The reduction in a Family's Housing Assistance Payment to reflect the proportion of the Household Members in a Mixed Family who are eligible for assistance.

Project (PBV) – a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land.

Public Housing Agency (PHA) - 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.

Qualifying Family - An Elderly or Disabled family; or a Family receiving supportive services. To qualify, a Family must have at least one member receiving at least one qualifying supportive service. The BHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted Unit, although such services may be offered. If a family at the time of initial tenancy is receiving, and while the resident of an excepted Unit has received, FSS supportive services or any other supportive services as defined in the Administrative Plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the family resides in the Unit. If a Family in an excepted Unit fails without good cause to complete its FSS contract of participation or if the family fails to complete the supportive services requirement as outlined in the PHA administrative plan, the PHA will take the actions provided under 24 C.F.R. § 983.261(d), and the Owner may terminate the Lease in accordance with § 983.257(c).

Qualified Healthcare Provider - A medical or rehabilitation professional or expert, **OR** non-medical service agency whose function is to provide services to the disabled.

Rapid Re-Housing Assistance – The provision of housing relocation and stabilization services and short and/or medium term rental assistance (not to exceed thirty (30) months) as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Reasonable Accommodation - A change or modification to BHA rules, policies, practices, or services when such a change is reasonable and necessary because of a person's disability, and provided that the change does not pose an undue financial or administrative burden, or result in a fundamental Alteration of BHA policies.

Reasonable Modification - A change to the public or common use areas of a building or any change to a dwelling Unit when such a change may be necessary to afford the Disabled person full enjoyment of the premises occupied and is made at the expense of the Disabled Person. See 24 C.F.R. § 100.203.

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 Voucher, and provides program assistance to the Family.

Recertification - A reexamination of a Participant Family's income, expenses, and Family Composition to determine the Tenant Share of Rent for the following twelve (12) months.

Remaining Member of a Tenant Family - A Household Member listed on the Lease who continues to live in the assisted Unit after the Head of the Household has left.

Rent to Owner - See Contract Rent

Repayment Agreement - (24 C.F.R. 792.103) –Repayment agreement means a formal document signed by a tenant or owner and provided to a PHA which a tenant or owner acknowledges a debt in a specific amount, and agrees to repay the amount due at specific time period(s).

Residual Tenancy Applicant - An existing Household Member, (except a Live-in-Aide), or an adult (if all other Household Members in the Apartment are Minors or incapacitated adults), willing to assume guardianship where appropriate of an Apartment where the Head and Co-Head of Household vacates or becomes incapacitated.

Residual Tenant - A remaining Household Member, (except aLive-in-Aide), or an adult (if all other Household Members in the Apartment are Minors or incapacitated adults) who has been approved under this Administrative Plan to remain a BHA resident.
Section 8 – Refers to Section 8 of the United State Housing Act of 1937 (42 U.S.C. § 1437f) and its associated programs, such as the Housing Choice Voucher Program and Moderate Rehabilitation Program.

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.

Single Person - Someone living alone or intending to live alone who does not qualify as an Elderly Person, a Disabled Person, 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 without considering the Applicant's waiting list position.

Special Housing Types - Housing that includes: SRO housing, Congregate housing, Group Homes, Shared Housing, Cooperatives (including Mutual Housing), and Manufactured Homes (including manufactured home space rental).

Stalking – Means:

(a) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(b) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:

(i) That person;

(ii) A member of the immediate family of that person; or

(iii) The spouse or intimate partner of that person.

Statement of Homeowner Obligations - In the homeownership option: The Household's agreement to comply with program obligations.

Statement of Family Responsibility – In the Moderate Rehabilitation Program, an agreement in the form prescribed by HUD, between the PHA and a Family to be assisted under the Program, stating the obligations and responsibilities of the Family.

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.

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 Household's Voucher, for such period as determined by the housing authority, from the time when the Household submits a request for tenancy approval to Lease a Unit, until the time when the housing authority approves or denies the request, and upon BHA approval based on other extenuating circumstances. Also referred to as Tolling.

Tenant - The person or persons (other than a PCA) who execute(s) the Lease as lessee of the dwelling Unit.

Temporary Housing /Temporarily Housed - a person or family shall be considered temporarily housed if he/she has not entered into a tenancy. For this purpose a tenancy will be taken to mean an agreement (written or verbal) by which an individual or family occupies the real property (house or apartment) of another with permission and subject to a rental fee."

Tenant Share of Rent (Household Rent to Owner) - In the Voucher program, the portion of the monthly Rent to Owner paid by the Household. For calculation of Rent to Owner see 24 C.F.R. § 982.515(b).

Third-Party Verification - Oral or written confirmation of a Applicant/Participant's income, expenses, or Family Composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling - See Suspension

Total Tenant Payment (TTP) - Total Tenant Payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of: 30% of the Family's Monthly Adjusted Income; 10% of the Family's Monthly Income; Minimum rent; or 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 an agency to meet the Family's housing cost, the portion of such payments which is so designated.

Transitional Housing Assistance- (as defined by HUD) means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

Underoccupied - A condition of occupancy where given its bedroom size too few people reside in an Apartment.

Unit - See Apartment

United States Department of Housing & Urban Development (HUD) - The federal department responsible for the Section 8 and public housing program as provided for in the 11037 Housing Act.

Use – For the purposes of drug related criminal activity, use will include simple possession of an illegal substance as defined by federal and or state law.

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 of approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other such services for the Unit by an energy-conservative Family of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

Utility Reimbursement - The amount, if any, by which the Utility Allowance for the Unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit

Verification - The process of obtaining statements from individuals whom can attest to the accuracy of the amounts of income, expenses, or Family Composition (e.g., employers, public assistance agency staff, doctors).

Very Low-Income Families - Low-income families whose incomes do not exceed 50% of the median Family income for the area, as determined by the Secretary with adjustments for smaller and larger Families.

Veteran - The word "Veteran" as used in this Administrative Plan shall include the spouse, surviving spouse, dependent, parent or Child of a Veteran and the divorced spouse of a Veteran who is the legal guardian of a Child of a Veteran.

Visitor/ Guest Policy- Participants are allowed to have guests and other temporary visitors. However, the leased premises may not be occupied for more than fourteen (14) cumulative days, or as prescribed in the lease agreement, by any one visitor/guest in a calendar year without prior permission from both the BHA and the Owner.

Violent Criminal Activity - 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.

Voucher - See Housing Choice Voucher.

Voucher Holder - A Family holding a Voucher with unexpired search time.

Voucher Size – See Family Unit Size.

Welfare Assistance - Welfare or other payments to Families or individuals, based on need, that are distributed through programs funded by Federal, State or local governments. See 24 C.F.R. § 5.603(d).