

**ALBUQUERQUE HOUSING
SERVICES**



**RENTAL ASSISTANCE HOUSING
PROGRAMS**

ADMINISTRATIVE PLAN

REVISED

AUGUST - 2009

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ALBUQUERQUE HOUSING SERVICES

MISSION STATEMENT

THE MISSION OF ALBUQUERQUE HOUSING SERVICES IS TO IMPROVE THE QUALITY OF LIFE IN OUR COMMUNITY BY PROVIDING HOUSING OPPORTUNITIES AND SERVICES THAT HELP OUR PARTICIPANTS INCREASE SELF-SUFFICIENCY IN A SAFE AND HEALTHY ENVIRONMENT.

VISION

COMMUNITY - Our community provides resources and support for AHS to meet shared goals.

SERVICES - AHS provides quality housing and related comprehensive services delivered in a responsible and effective manner, which enhance participant success.

PARTICIPANTS - All participants take an active partnership role in creating and meeting personal goals for success.

EMPLOYEES - Professional and dedicated employees partner with participants, the community and each other for the success of participants while meeting personal and career goals.

LEADERSHIP/MANAGEMENT - Leaders/Managers promotes an environment and establishes policies and systems that create and foster high performance.

TECHNOLOGY - AHS uses appropriate technology to optimize efficient delivery of services.

GUIDING PRINCIPLES

Contribution to society

Customer services sensitivity and friendliness

High staff productivity and performance

Openness/trust/positive confrontation

Respecting and caring for individuals

PART I

STATEMENT OF OVERALL POLICIES AND OBJECTIVES

A. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the housing program(s) in a manner consistent with the U.S. Department of Housing and Urban Development (HUD) requirements and with local objectives. The Plan covers all private Rental Housing Assistance Programs, including the Section 8 Housing Choice Voucher, VASH Program, Mainstream Voucher Program, Tenant Protection, Moderate Rehabilitation and Single Room Occupancy programs. This Plan is consistent with the federal Quality Housing and Work Responsibility Act of 1998 (QHWRA), the City of Albuquerque Consolidated Plan and the HUD approved PHA Five Year Plan and Annual Plan.

AHS reserves the right to amend and revise this Administrative Plan from time-to-time in its effort to ensure compliance with changing program regulations and PHA policies and to preserve the integrity of the Plan. Any policy changes shall be in the form of formally adopted amendments and/or full revisions. In either case, AHS will allow for a 30-day comment period prior to the adoption of any policy amendments and/or revisions to the Plan.

B. FAIR HOUSING AND EQUAL OPPORTUNITY POLICY

It is the policy of Albuquerque Housing Services (AHS) to protect the rights of applicants and program participants and to comply fully with any Federal, State, and local Civil Rights laws, Fair Housing and Equal Opportunity Requirements in housing, employment and age discrimination, including Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 (as amended), and Executive Order 11063.

AHS shall not discriminate against or deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Rental Assistance Programs on the basis of race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, familial status, or physical or mental handicap, provided that the physical or mental handicap is unrelated to a person's ability to acquire or rent and maintain particular real property or housing accommodation, or status as a victim of domestic violence, dating violence or stalking.

To further its commitment to full compliance with applicable Civil Rights laws, AHS will provide Federal/State/Local information to Housing Choice Voucher holders and other program participants regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the initial family briefing session and at any other time the participating family requests such information, and to include all applicable Fair Housing information. Discrimination complaint forms will be made a part of the Housing Choice Voucher holder's briefing packet.

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

Posters and housing opportunity information will be displayed in various locations throughout AHS offices in such a manner as to be easily read from a wheelchair.

AHS will not permit these policies to be subverted to do personal or political favors. AHS will not offer Section 8 rental housing assistance outside the prescribed policies in this Plan, since doing so would violate the policy, federal law, and the civil rights of the other families on the Waiting List.

C. ACCESSIBILITY AND ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES

AHS offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY at 1-888-625-6429.

AHS policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and any other related services. A person with a disability must request in writing for any specific change to a policy as an accommodation of his or her disability before AHS will treat him or her differently than anyone else. AHS will provide policy modification only if the modification does not fundamentally alter the nature of the program, or place an undue financial and/or administrative burden on AHS. The availability of specific accommodations will be made known by including notices on AHS forms and letters to all families, and all requests will be verified so that AHS can properly accommodate the need presented by the specific type of the disability.

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

D. SERVICE POLICY

This service policy is applicable to all situations described in this Administrative Plan when a family initiates contact with AHS; when AHS initiates contact with a family, including when a family applies for housing assistance, and when AHS schedules or reschedules appointments of any kind.

It is the policy of AHS to provide quality customer service in the administration of all housing programs, and to exercise and demonstrate a high level of courtesy, respect and professionalism while providing housing services to the community.

1. In our continuing efforts to improve efficiency in Customer Services and better serve our clients, AHS has adopted the following Customer Services policies:
 - ❑ **Applications for Housing Assistance are accepted on Tuesdays and Thursdays ONLY between the hours of 9:00 am and 4:00 pm. Application forms may be picked up at any time Monday through Friday between the hours of 8:00 am to 5:00 pm.**
 - ❑ **Consultation appointments will be required with a Housing Services Specialist. The only exception to this policy is for applicants who are responding to Public Housing dwelling unit offers or dropping off APD criminal background clearance documents to AHS Intake/Admission staff.**

E. ADMINISTRATIVE FLEXIBILITY DUE TO REDUCED FUNDING

HUD requires public housing agencies to manage their Section 8 Housing Choice Voucher Program (HCV) within the fixed amounts budgeted for the program calendar year. As a result, AHS may have to implement various cost-savings measures in order to stay within the fixed program fund amounts allocated to the program. Some of these cost-savings measures may include, but are not limited to, those measures identified in HUD Notice PIH 2005-9 (HA). AHS shall refer to this "Notice" if it is determined that cost-savings measures need to be implemented.

In the event, due to insufficient funding, AHS is required to "terminate assistance" of participating families; those families who are **LAST IN** according to the date the initial HCV was issued will have their housing assistance terminated first. A thirty-day written notice will be mailed to the HCV program participant and the landlord, notifying them of the termination of the families housing assistance and the HAP contract.

Families whose housing assistance has been terminated as part of cost-savings measures **will be placed at the TOP of the Waiting List and will have the first opportunity to receive the next available HCV**. All families terminated due to insufficient funding will be offered the first opportunity to accept the next turnover HCV until all affected families have been re-assisted.

F. MARKETING AND OUTREACH TO FAMILIES AND OWNERS

1. Affirmative Marketing

AHS will conduct affirmative marketing as needed so that our waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the community. Marketing and informational materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc.; describe the application process, waiting list and preference structure accurately; use clear and easy to understand terms and more than just the English-language print media; and be clear about the PHA's responsibility to provide reasonable accommodations to people with disabilities.

2. Family Outreach

Outreach efforts will include the use of the local media (i.e., radio/newspaper) to include minority owned radio and newspaper, as well as various state and local social service agencies. Advertising for applicants has and will continue to be carried out on an as needed basis. AHS will communicate the status of housing assistance availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they may make proper referrals for housing assistance.

In addition, a close relationship shall be established and maintained with several agencies serving special populations, such as the elderly and disabled. These agencies may refer applicants to the Rental Assistance Office, particularly from the Senior Citizen Centers, Social Security Administration Office, State Human Services Office, Albuquerque Association of Retarded Citizens, Transitional Living Services, Inc. and various other public and private social service offices.

3. Landlord Outreach

AHS outreach efforts will be to encourage participation by owners of rental units located outside areas of poverty or minority concentration. Any efforts to recruit landlords will be made through the New Mexico Apartment Association, the local media, and rental property management firms and through other local realty businesses to increase consumer awareness.

The staff of AHS will make personal contact in the form of formal/informal one-to-one discussions or group meetings with private property owners, property managers, and real estate agencies where rents are possible within Rent Reasonableness limitations. Program requirements (such as the use of GoSection8.com for listing properties) will be explained and printed material will be offered to acquaint the owner/managers with the opportunities available under the program.

G. PRIVACY RIGHTS

Recognizing the expectation of privacy held by applicants and tenants, AHS will endeavor to respect applicants' and tenants' privacy within the constraints of the New Mexico Inspection of Public Records Act (specifically, NMSA 1978, Article 14, Chapter 2) and other local laws. Since AHS files are not an exception under the Act to the general provision that all governmental records are subject to inspection, when a request is made that complies with the requirements of the Act, AHS will allow inspection of the records with medical records and any other material that is not a public record redacted.

Applicants will be required to sign the Form HUD-9886 Authorization for Release of Information that incorporates the Federal Privacy Act Statement that states under what conditions HUD will release applicant/tenant information. A Family's refusal to cooperate with this requirement will result in denial of admission or termination of assistance. It is a Family Obligation to supply any information requested by either AHS or HUD.

AHS policy regarding release of information is in accordance with State (specifically, NMSA 1978, Article 14, Chapter 2, "The Inspection of Public Records Act") and local laws, which may restrict the release of certain types of family information.

PART II

ELIGIBILITY DETERMINATION

A. ELIGIBILITY FOR ADMISSION

1. Eligibility Factors.

It is the policy of AHS to admit **only** applicants who are determined eligible and who meet the applicant admissions and selection standards. An applicant is qualified and eligible if he or she meets all of the following criteria:

1. Meets definition of a Family
2. Head of Household (H/H) is at least 18 years of age or older, or the H/H is 16 years of age and is legally emancipated (Sometimes referred to as “Majority” papers or “Emancipated” minor.); and
3. Meets HUD requirements on citizenship or immigration status per 24 CFR § 5.506; and
4. No adult family member 18 years of age or older has ever been arrested, formally charged or convicted for ANY drug related or violent criminal activity, or any alcohol abuse that resulted in any criminal activity. Exception, an applicant will not be denied admission if the criminal activity is related to an act of domestic violence, dating violence, or stalking **against** the applicant or any member of the applicant’s household.
5. Has an Annual Income as defined in the Glossary of Terms of this plan at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in AHS offices; and
6. The family has satisfied any debt owed AHS or any other PHA, as a result of prior participation in any federal housing program within 30-days notification by the AHS Intake/Admissions staff.
7. Provides documentation of Social Security numbers for all family members no matter what the age of the family member per 24 CFR § 5.216; and
8. Provides Proof of Birth that includes date and place of birth; and
9. Meets the Applicant Selection Criteria as defined in these policies, including attending and completing an AHS-approved Housing Choice Voucher certification orientation session.
10. Applicants or participants found to be subject to sex offender registration requirements under a state sex offender registration program are prohibited from program participation for life. AHS will not “grandfather” program participants found to be subject to state sex offender registration requirements.

NOTE: If adult household member was arrested and can provide verifiable documentation that the arrest DID NOT result in the household member being either formally charged and/or convicted, AHS will review the documentation and make a determination of eligibility to participate.

B. ELIGIBLE FAMILIES

An applicant is eligible for assistance under the Section 8 Program(s) (i.e., Housing Choice Voucher, Moderate Rehabilitation and SRO) if, at the time they initially received assistance under the program, they met at least one or more of the following:

- A Very Low-Income Family, and who’s income must be at or below 50% of the area-wide median income as determined by HUD; or

- Have been continuously assisted under the U.S. Housing Act of 1937 (or the remaining eligible member of a tenant family), or;
- AHS definition of “displaced” and must meet all other eligibility requirements; and
- Had no arrest record or conviction for any drug-related or violent criminal activity, or alcohol abuse resulting in criminal activity at the time of initial application.
- Must not have been evicted from public housing or any Section 8 housing assistance program for drug-related and/or violent criminal activity for at least three years from the date of the eviction.

C. STUDENT ELIGIBILITY REQUIREMENTS

The eligibility restrictions imposed on students enrolled at institutions of higher education are set out in two parts, Section 327(a) and 24 CFR 5.612 and provide as follows:

No assistance shall be provided under Section 8 of the 1937 Act to any individual who:

1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
2. Is under 24 years of age;
3. Is not a veteran of the United States Military;
4. Is unmarried;
5. Does not have a dependent child, and
6. Is not otherwise individually eligible, or has parents who, individually or jointly are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

These restrictions do not apply to students residing with their parents in a Section 8 assisted unit or who reside with parents who are applying to receive Section 8 assistance.

For a student under the age 24 who is not a veteran, is unmarried, does not have a dependent child who is seeking assistance, both the student and the student’s parents (individually or jointly) must be income eligible for the student to receive section 8 assistance.

A student under the age of 24 who meets the following criteria may become eligible for assistance if:

1. The individual is of legal contract age under state law.
2. The individual has established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of an independent student.
3. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. The individual must obtain a certification of the amount of financial assistance that will be provided by his/her parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

Any financial assistance, in excess of amounts received for tuition under the Higher Education Act of 1965, from private sources, or from an institution of higher education shall be considered income. This only applies to the eligibility of students applying for or receiving Section 8 assistance.

D. DEFINITION of FAMILY

Each applicant for assistance under the Rental Assistance Programs must meet the AHS' definition of family.

- A “family” is either a single person or a group of persons and includes:
 - An elderly family is defined as a family whose head of household, co-head of household, spouse, or sole member is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with a Live-In aide.
 - A disabled family means a family whose head, co-head, spouse or sole member is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides.
 - A remaining member of a tenant family is a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit. At least one member of the family must be an eligible adult 18 years of age or older and, who will assume head of household status within the household and, who is related by blood to the other member(s) of the remaining household, or who is the court appointed guardian of any member(s) of the remaining household.
 - A single person, who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

E. OTHER DESCRIPTIONS OF HOUSEHOLD

Live - In Attendant

A Disabled Family may include a "Live-In Attendant" provided that:

1. The Live-In Attendant has been determined by AHS to be essential to the care and well being of the elderly, handicapped or disabled family member; and
2. The Live- In Attendant is not obligated for the support of the elderly, near elderly (50-61 years of age), or disabled member; and
3. The Live-In Attendant would not otherwise be living in the unit except to provide care of the elderly, handicapped or disabled family member; and whose income will not be counted for purposes of determining eligibility or rent; and who **may not** be considered the remaining member of the tenant family.
4. The landlord approves the Live-In Attendant in writing and in advance.
5. The Live-In Attendant was NOT a member of the assisted household for at least one year prior to being admitted as a Live-In Attendant.
6. Will not overcrowd the unit.
7. The Live-In Attendant must be available to the disabled household member for the number of hours required by the medical professional.
8. Minor children will not be considered eligible to be live-in caregivers.

Relatives are not automatically excluded from qualifying as live-in attendants, except for a spouse, co-head, former spouse or co-head, but must meet the requirements described above. **The Rental Assistance Housing Program Manager shall have the discretion to over-ride this policy in special circumstances where the policy will adversely impact a family member's need for a live-in attendant.**

A live-in attendant with dependent children who will attend to a sole occupant may qualify as a Live-In attendant so long as it does not cause overcrowded conditions or the need to increase the housing voucher unit size **other than what is necessary to house the eligible tenant family and the authorized Live-In- attendant.**

Live-in attendants (whether related or not) **cannot be classified** as the remaining member of the tenant family for purposes of continuous assistance when the sole eligible person they are attending dies or leaves the program.

To determine whether a live-in attendant is "essential" to the care and well being of the elderly, handicapped or disabled person, a Reasonable Accommodation Verification Form will need to be completed by a Medical Professional who is familiar with the applicant/tenants needs.

Live-In attendants will be required to sign a Live in Attendant/Caregiver Certification Form .

At its discretion, AHS has the right to **disapprove a request for a Live-In Attendant** based on the "Other Criteria for Eligibility" described in this Policy criminal background checks shall be performed for all Live-In Attendants as prescribed in this Administrative Plan.

Split Households Prior to Housing Choice Voucher Issuance

When a family splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list and the new family(s) both claim custody of the same minor children and there is no court determination, AHS will base its decision taking into account the following factors:

1. Which of the two family units retains the minor children or any disabled or elderly members to provide for reasonable accommodation?
2. Any role domestic violence may have had on the household split.
3. Recommendation of social service agencies, law enforcement agencies, or other qualified professionals such as children's protective services.

Documentation of these factors is the sole responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied for failure to supply the required information requested by AHS.

In the event, the split of the family results in each parent taking custody of one or more of the minor children, both families may then be issued a housing choice voucher. The subsidy standard of the voucher for each family will be based on the size and composition of each family being issued the voucher.

Multiple Families in the Same Household

When two families living together apply, (such as mother and father, and a daughter with her own husband or children), and they apply as a family unit, they will be treated as one family unit.

Joint Custody of Children

When children are subject to a joint custody agreement, but live with one parent at least 51% of the time, that parent will be eligible for the \$480 allowance for minors. When both parents are on the Waiting List and both are claiming full-time custody of the same minor child, the parent who provides verifiable evidence acceptable to AHS that they hold full-time custody, will be allowed to claim the minor(s) as a dependent(s) for purposes of housing assistance eligibility.

Emancipated Minor

State statute, 28-6-1 NMSA 1978, Age of Majority, sets forth that a person 18 years of age is an adult in every sense of the law, including the law of contracts. If the applicant is under 18 years of age, AHS will not accept the individual's

application unless he/she is sixteen or older and has entered into a valid marriage, or is an emancipated minor. An emancipated minor shall be considered as being over the age of majority for the purposes of entering into a binding contract and for establishing his/her own residence. The potential applicant will be required to show documented proof of valid marriage or Court Declaration of Emancipation.

F. PROOF OF BIRTH

Families are required to provide proof of birth for all listed family members as a condition of admission and continued assistance. Birth certification documentation must include the name, date and place of birth. Acceptable documentation may consist of copies of the following:

1. An official State issued birth Certificate (usually issued by a State' Vital Statistic Agency);
2. A hospital issued birth certificate (must include name of child);
3. A church issued certificate (i.e., baptismal certificate);
4. NUMI document issued by the Social Security Administration as proof of birth; or
5. A Resident Alien Card, Temporary Form I-551, VISA and Passports (both front and back of these documents must be provided).

If none of the above is available and after making serious attempts in providing our office with written verification from all the sources listed above, AHS will accept a certified affidavit from an individual who was witness to the birth in question. At a minimum, the affidavit must indicate the child's name, parent's names, date and place of birth.

G. PROOF OF MARRIAGE

Families who make application as co-heads of household and claim to be legally married must provide, at a minimum, a certified copy of a "Marriage Certificate" duly signed by the bride, groom and the public official recording the marriage in its books of records. If a marriage certificate is not available the following information is acceptable:

1. Drivers License that displays the same last name and address for each co-head;
2. Federal tax forms that indicate "Married Filing Jointly" for the last tax year;
3. Other acceptable forms of documentation of marriage would include any document that has been issued by a federal, state, city or county government that has recognized the legal union (living as a married couple) of the family co-heads of household;
4. Couples that are considered married under common law can provide the same information as that list above to certify that they are living together as man and wife; and
5. The applicant family (Couple) also certifies in their application they are living together as a married couple.

H. PROOF OF DIVORCE/SEPARATION

If an applicant is divorced or separated ("separation" for this purpose means the ending of co-habitation by mutual agreement) and **have children born** from the marriage, the applicant must provide at least **one** of the verification documents list below:

1. A final divorce decree (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced.); or
2. Verification that applicant is receiving court-ordered child support from the former spouse.
3. Verification that the applicant is pursuing child support through the Department of Human Services Child Support Enforcement Division or through other agencies (if applicable); or
4. Receiving TANF (Temporary Assistance for Needy Families) through the Department of Human Services for a former spouse's children; or

If applicant is divorced or separated from a person and has **no children** from that marriage, the applicant must provide the same form of verification as identified in #1 and #5.

I. SOCIAL SECURITY NUMBERS

[24 CFR § 5.216]

Applicants are required to provide Social Security Numbers for **ALL** family members as a condition of admission and continued assistance. Failure to furnish verification of Social Security Number for each household member is grounds for DENIAL of ADMISSION, TERMINATION of TENANCY or TERMINATION of the HOUSING CHOICE VOUCHER. Verification of Social Security Number will be through the applicant presenting a valid Social Security Card issued by the U.S. Social Security Administration for each household member to AHS at the application interview.

If a current participant's initial determination of eligibility was before March 30, 2009:

- The participant **MUST** submit their Social Security Number at the next interim or regularly scheduled reexamination or recertification.
- If the participant household adds a new member, the participant **MUST** submit the new member's Social Security Number.
- If applicant cannot provide Social Security Numbers for all family members, the applicant may retain their place on the waiting list, but **MUST** provide appropriate documentation before the household is admitted into the program.

J. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible for immigration status. Eligible immigrants are persons who are in one of the six immigrant categories specified by HUD. (Refer to "Declaration of Immigration Status" for definition of the six categories.)

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families: A mixed family is one in which at least one member is a citizen or has eligible immigration status, but other members do not have eligible immigration status (or elect not to state that they have eligibility status) are referred to as "mixed families". Mixed families are eligible for assistance on a pro-rata basis.

Mixed family applicants will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No Eligible Members: Applicants that include no eligible members or non-citizen students defined by HUD in the non-citizen regulations are not eligible for assistance. These families will be denied admission and offered an opportunity for a hearing.

Acceptable Proof of Eligible Immigration Status: For applicants and family members born outside the United States, AHS will require a copy of both front and back of official documents issued by the Immigration and Naturalization Service (INS). These documents include, but not limited to the following:

- Resident Alien Card; or
- Permanent Resident Card; or
- Refugee, Asylum, or Conditional Entry Card; or
- Temporary Evidence of Lawful Admission for Permanent Residence Card; or
- Parole Status Card

Appeals For this eligibility requirement only, the applicant is entitled to a hearing like those provided for other eligible participants.

K. PHOTO IDENTIFICATION

All applicants and family members 18 years of age and over will be required to present photo identification when providing proof of birth, proof of marriage, proof of divorce, or citizenship and immigration status documents, or when providing Social Security number verifications or certifications. Acceptable types of photo identification consist of a valid state issued driver's license with picture or state issued picture identification card, or a picture bank debit card, etc. AHS will certify identification of the applicant and household members (i.e., head, spouse or co-habitant) by cross-referencing documents provided by the applicant with valid picture identification card.

L. OTHER CRITERIA FOR ADMISSION

[24 CFR § 982.552(B)]

AHS may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

1. Participant family's Total Tenant Payment (TTP), computed in accordance with the federal regulation, may not exceed the maximum Payment Standard set by AHS in accordance with HUD guidelines for the family's Housing Choice Voucher size in the area.
2. If any family member fails or refuses to sign and submit consent forms for obtaining information in accordance with Part 5, Subparts B and F of 24 CFR § 982.552.
3. The Family must not have violated any family obligation during a previous participation in the Section 8 program within the last 3 years. When AHS denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, to determine whether the violation was a result of the disability. If it was the result of a disability, AHS will determine if a reasonable accommodation is necessary.
4. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or engaged in drug-related or violent criminal activity within the last 3 years.
5. Family must not have violated the requirements under the family's Contract in the Family Self-Sufficiency Program without good cause in either a previous or as an existing participant.
6. Family must have paid any outstanding debt owed to AHS or another entity as a result of prior participation in any federal housing program.
7. No family member may have been evicted from public housing for any reason during the last 3 years.
8. No family may have engaged in or threatened abusive or violent behavior toward AHS personnel.

NOTE: AHS will perform criminal background checks for all applicants, their household members, and live-in attendants (18 years or older) to determine whether any member of the family has been arrested, formally charged or convicted of any drug-related and/or violent criminal activity.

M. SUITABILITY OF FAMILY

[24 CFR § 982.202 (B) (1)]

AHS will take into consideration any of the additional criteria for admission in Section L, but may not otherwise screen for factors, which relate to suitability of the applicant family as tenants. It is the **sole responsibility of the owner** to screen the applicants as to their suitability for tenancy. AHS shall caution the owner that federal, state and local laws prohibit any discrimination in housing.

N. CHANGES IN ELIGIBILITY PRIOR TO ISSUANCE OF VOUCHER OR EFFECTIVE DATE OF THE HAP CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a Housing Choice Voucher may affect the family's eligibility or TTP. For example, if a family goes over the income limit prior to a Voucher being

issued, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

PART III

ISSUANCE OF HOUSING CHOICE VOUCHERS

[24 CFR § 982.301 and 24 CFR § 982.302]

INTRODUCTION

This Part describes the policies and procedures in the issuance of Housing Choice Vouchers to eligible program applicant families. Our primary objective is to ensure that all families on the waiting list are given equal access and opportunity to participate in the Section 8 Housing Choice Voucher Program. AHS will demonstrate this by working towards achieving and maintaining a 100% lease-up rate and all available vouchers will be issued upon becoming available, either through newly funded Vouchers or turnover of existing Vouchers.

AHS will perform monthly voucher fund utilization calculations, in accordance with HUD guidelines, to determine the month-to-date expenditure of its budget authority and to determine if AHS is meeting its calendar year program budget authority utilization requirements. If AHS is over leased, we will adjust future issuance of Vouchers accordingly, in order not to exceed our ACC budget authority over the balance of the fiscal year. The opposite will occur if AHS is under-leased. We will over-issue Vouchers until it is projected AHS will meet its budget authority utilization requirements for the fiscal year. Included in this Part is the process for issuance of VASH Vouchers if it differs from Housing Choice Vouchers.

A. PROCESS FOR ISSUING HOUSING CHOICE VOUCHERS TO APPLICANTS

Issuance of Section 8 Housing Choice Vouchers is determined by the AHS in accordance with housing needs, families on the waiting list, and the availability of funding in the Section 8 Housing Choice Voucher Program. When funding is available, AHS will issue tenant-based Housing Choice Vouchers to applicants whose eligibility has been determined. The number of vouchers issued must be within the dollar limitations set by the ACC budget and/or the total number of vouchers allocated under the ACC.

Method To Be Used In The Issuance Of Housing Choice Vouchers

Families will be issued a Housing Choice Voucher according to the date and time the application was accepted by AHS and there is an availability of funds in the Housing Choice Voucher project account.

Applicant Briefing

Once an applicant is determined by AHS to be eligible and is selected for participation, the applicant is scheduled for a briefing appointment for issuing a Housing Choice Voucher. Letters are sent to individuals at least ten (10) calendar days in advance of their Voucher briefing date.

Applicants will be briefed in a group session (or individually whenever possible).

The briefings will be conducted in English and in accordance with HUD prescribed guidelines.

In the event the applicant fails to appear for the briefing and does not call to cancel and/or reschedule, a written notification will be sent to the applicant who will be required to contact AHS within ten (10) calendar days from the date of the notification letter. Failure to respond by the applicant, the applicant **will be deleted from the waiting list**.

The following information is communicated to the applicant at the briefing session:

- Family's responsibilities and obligations under the Housing Choice Voucher program;
- Family and owner responsibilities and obligations under the lease and HAP contract;
- How to find a suitable unit that meets Housing Quality Standards (HQS);

- Location and boundaries where the program can execute HAP contracts;
- Inspection requirements and procedures;
- Information on State and local law and tenant rights;
- Information on Federal, State and local Fair Housing Laws;
- Information on procedures on Informal Review and Informal Hearing Procedures;
- A discussion of Fair Market Rents and Payment Standards; determination of Total Tenant Payments and the 40% Rule; and the importance of the requirements of Rent Reasonableness determinations;
- The family is advised they may obtain copies of the HQS Standards, the HAP Contract and other pertinent forms or documents on request;
- A listing of potential landlords and available units for participants is provided;
- Explanation of the importance of the Voucher 60 day expiration time limitation for locating a suitable unit;
- Warning regarding fraudulent statements to receive federal assistance and that side payments to the landlords are not permitted and that it is a form of fraud to do so.
- Informing families of Housing Choice Voucher portability procedures, including domicile requirements; and
- FSS participation.

B. HOUSING CHOICE VOUCHER HOLDER'S BRIEFING PACKET

[24 CFR § 982.301(b)]

The Housing Choice Voucher holder's packet will include the following:

- Voucher for the Housing Choice Voucher Program Form HUD-52646; and
- Request for Tenancy Approval, HUD 52517A; and
- Payment Standard Schedule which lists the maximum allowable rent subsidy with and without utilities for the unit size for which the applicant qualifies; and
- A statement of minimum HUD HQS requirements, including general local code standards; and
- HUD Form 375-F, which relates to lead-based paint poisoning hazards, symptoms and precautions; and
- List of Landlord Referral properties available for rent including properties accessible to persons with disabilities; and
- Equal Housing Opportunity Complaint Form, HUD-903, and "Fair Housing USA", HUD 63-90; and
- Explanation of procedure for landlord or program complaints; and
- A copy of sample lease and the required Lease provisions and prohibited lease provisions; and
- Information on the Total Tenant Payment and Total Rent; and

- Explanation of applicant's/tenant's right to hearings; and
- Information on how the estimated voucher subsidy is determined for Housing Vouchers; and
- The tenant's responsibilities regarding increased rent when they elect to rent a unit where the rent is more than the combined total of the voucher payment allowed and their basic or minimum payment; and
- Section 8 Utility Allowance Schedule.

C. ASSISTANCE PROVIDED TO HOUSING CHOICE VOUCHER HOLDERS

Families who require additional assistance during their housing search will be encouraged to call or come in person to AHS office to request assistance. Voucher holders will be notified at their briefing session that AHS periodically updates the Available Unit Listing and how the unit listing may be obtained.

AHS will assist families with rent negotiations with owners and provide assistance related to the families' searches for housing in areas of low-income and minority concentration. Upon request by families, AHS will provide additional assistance, especially when:

- The Housing Voucher term is about to expire.
- The family alleges to have encountered discrimination during the search for housing.
- The family experiences particular difficulties in locating suitable housing (such as families requiring very large size dwelling units).
- Voucher Holders who are disabled and have encountered a minimal number of units that have accessibility for the handicapped.

NOTE: Disabled families will be provided special consideration and additional assistance in accordance with HUD Notice PIH 2005-5 (HA) and Executive Order 13217, New Freedom Initiative.

D. PUBLIC HOUSING TENANT TRANSFERS TO SECTION 8 HOUSING PROGRAM

Public housing assisted tenants who intend to initiate termination of the public housing dwelling lease to accept a housing voucher under AHS' Section 8 Housing Choice Voucher Program (HCV):

- ❑ **MUST** provide a **written 30-day notice of Lease Termination** delivered to their assigned public housing Housing Services Specialist (TSS). The Intake TSS will explain this requirement to the PH tenant during the Section 8 voucher briefing. The tenant and AHS may also enter into a **"Mutual Rescission"** of the lease **ONLY** if the **tenant is in good standing** with the public housing program; and
- ❑ **MUST** schedule a **MOVE-OUT inspection** with their PH TSS upon approval of their Section 8 assisted housing unit. If the PH tenant fails to schedule the required **MOVE-OUT** inspection and return the unit keys, the tenant **WILL** forfeit their Security Damage Deposit and **WILL** be charged dwelling rent for the period the unit and the unit keys remain in the possession of the vacating tenant; and
- ❑ **MUST return the PH dwelling unit including the exterior premises** (i.e., yard) in the same condition as it was at the initial MOVE-IN, except for normal wear and tear, including removing **ALL trash and debris** from the dwelling unit.

A copy of the termination notice or mutual rescission signed by the tenant and TSS **MUST be delivered by the PH TSS** to the Intake/Admissions section for filing in the tenants Section 8 voucher application file.

The Intake/Admissions staff will check to determine if **ANY MONIES ARE DUE** the public housing program (i.e.,

unpaid Rent, Security or Pet Deposits, outstanding maintenance work order charges, unpaid utilities, or any balances due under any Repayment Agreement) prior to issuing a housing voucher to the PH tenant. Any monies due **MUST be paid-in-full prior to being issued the Section 8 housing voucher.**

The Section 8 program TSS **will complete and deliver** the “Public Housing Transfer Form” to the PH Program Coordinator/Supervisor. The information on the form, at a minimum, will include the name of the transferring PH tenant, the public housing unit address, and the effective date of the Section 8 Housing Assistance Payments Contract.

E. TERM OF HOUSING CHOICE VOUCHER

[24 CFR § 982.303, 982.54(d) (11)]

During the briefing session, each household will be issued a Housing Choice Voucher which represents a contractual agreement between AHS and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and Housing Assistance Payments (HAP) contract become effective.

Expirations

The Housing Choice Voucher is valid for a period of 60 calendar days from the date of issuance. The family must submit a Request for Tenancy Approval and Lease Agreement within the 60-day period unless an extension has been granted by AHS.

If the Housing Choice Voucher has expired and has not been extended by AHS or expires after an extension, the family will not be entitled to a review or hearing.

Extensions

Extensions are permissible at the discretion of AHS up to a **maximum of 60 days**, primarily for the following reasons:

- Extenuating circumstances such as documented hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 60-day period.
- AHS is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of AHS, throughout the initial sixty-day period. A completed search record is required.

All requests for extensions shall be in writing and received by AHS **prior to the expiration date** of the housing voucher. Extension will be for periods of one (1) week to an additional 60 days. Persons with disabilities will be granted automatic extensions for reasonable accommodation, so long as the written request is made **prior to the expiration date of the housing voucher**.

If the family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit (i.e., 4 bedrooms plus) requirement, AHS will grant extension(s) to provide reasonable opportunity to locate an appropriate accessible unit or unit size. Under no circumstances will AHS grant an extension after the expiration of the Housing Choice Voucher, unless the expiration was due to an error in procedure by AHS staff. The Rental Assistance Housing Program Manager or the Section 8 Program Coordinator/Supervisor shall have the discretion, after an investigation of the circumstances surrounding any claims in errors in procedure to grant an extension to the affected Housing Choice Voucher Holder.

NOTE: Expiration of a Housing Choice Voucher **does not preclude** the family from filing a new application for housing assistance, provided that AHS is accepting applications. The Family must once again meet program eligibility requirements and, if so, will be placed on the Waiting List according to the date and time their application was accepted.

F. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION - (ACHIEVING DECONCENTRATION)

At the briefing, families will be encouraged to search for housing in non-impacted low-income and minority areas. AHS will provide assistance to any family who requests such assistance. The assistance provided to families includes, but is not limited, to the following:

- Direct contact with Landlords
- Advising families where non-impacted areas are located
- Counseling with the family

G. SECURITY DEPOSIT REQUIREMENTS

[24 CFR § 982.313]

Security Deposits charged by owners may not exceed those charged to unassisted tenants, or the maximum prescribed by State or local law.

For lease-in-place families, responsibilities for first and last months rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the family prior to the beginning of assistance. It is recommended that the owner include such language and requirement in the lease agreement.

H. HOUSING CHOICE VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR § 982.315]

If a family assisted under the Section 8 Program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by Court, AHS shall consider the following factors to determine which of the families will be assisted:

1. Which of the two new family units has custody of the dependent children; or
2. Which family member was the "head of Household" when the Voucher was initially issued (listed on the initial application); or
3. The composition of the new family units and which unit contains elderly or disabled members; or
4. Whether domestic violence was involved in the breakup; or
5. Which family members remain in the unit; or
6. From recommendations of state and local social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If the documentation is not provided, AHS will terminate assistance on the basis of failure to provide information necessary for a recertification. In addition, when the breakup of a family results in a reduction in housing voucher size, the family will be required to move to a smaller housing unit, particularly, if the current landlord is unwilling to accept the rent level of the smaller unit size housing voucher.

I. SUBSIDY STANDARDS - DETERMINING HOUSING CHOICE VOUCHER SIZE

The following has been established to determine appropriate bedroom unit size to correspond with family composition in issuing Housing Choice Vouchers. To the greatest extent possible, AHS will allow families to select the bedroom size to best meet their particular family composition needs.

One bedroom is assigned for the head of household/spouse or head/co-head, and one bedroom for every two additional household members, including permanent foster children, regardless of sex, age or relationship until the age of ten (10). Household members 10 years old or older and of different gender will be entitled to a separate bedroom.

A live-in aide is entitled to a separate bedroom.

A single pregnant woman is eligible for a two-bedroom voucher.

Exceptions to these standards may be made in accordance with state and federal law to accommodate a legally recognized disability.

AHS may relax its subsidy (Occupancy) standards when there are more families in need of a particular bedroom size and the local market may be limited in the availability of larger or smaller bedroom size units. However, AHS will not allow overcrowding conditions or violate HQS standards.

J. MONITORING OF SELECTION

AHS will monitor its selection process, to make certain all clients certified meet all program eligibility criteria. Additionally, AHS will review and insure that all applicants on the waiting list have been properly verified for local preference.

Families are assisted based on priority of need. Families meeting requirements for local preferences shall be given priority for assistance over those families with no preferences.

K. ADDITIONAL CONSIDERATIONS FOR SELECTION

If two or more eligible applicants requiring the same unit size with identical preference and priority status, the date and time sequence of application submission shall govern selection, with the applicant who filed the earliest being issued a Voucher first.

L. CHANGES IN HOUSING CHOICE VOUCHER SIZE

[24 CFR § 982.403 (A) & (B)]

Changes for Applicants

The Voucher size is determined prior to briefing by comparing the family composition to AHS subsidy standards. If an applicant requires a change in the Voucher size, the following guidelines will apply:

Exceptions to Subsidy Standards for Applicants Requiring Reasonable Accommodation

An elderly or disabled family may request a larger sized Voucher than indicated by the AHS' subsidy standards. Such request must be made in writing within 5 days of AHS' determination of bedroom size. A reasonable accommodation form must be completed by a medical professional for a determination to be made.

Circumstances may dictate a larger size than the Subsidy Standards permit when persons require an extra bedroom for reasons, such as:

1. Room for medical equipment,
2. A live-in attendant.

Requests must be based on health-related reasons and must be verified by a doctor or other medical professional.

Changes for Participants

The members of the family residing in the unit must be approved by AHS. The family must obtain approval of any additional member before the person occupies the unit except for additions by birth, adoption, or court awarded

custody, in which case the family must inform AHS within 10 days. Requests by the family to add additional family members, other than by birth, adoption, marriage or court awarded custody, will only be approved if it does not create an over crowded condition. Each adult added after initial tenancy must have verifiable income and if employed, a work history for the last 12 months or other steady income for the last 12 months.

1. If a unit does not meet HQS space standards due to an increase in family size, (unit too small), AHS will issue a new Voucher at annual reexamination and assist the family in locating a suitable sized unit.

M. UNIT SIZE SELECTED

The family may select a different size dwelling other than that listed on the Housing Choice Voucher. **AHS will use the applicable Payment Standard for the Voucher size or the actual unit size selected by the family whichever is less.**

Utility allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's housing voucher.

Occupancy Standards: AHS will relax its subsidy standards to allow families wishing to remain in place and to prevent displacement. However, AHS will strictly adhere to its adopted Occupancy Standards in all instances. The following occupancy standards will prevail.

At a minimum, federal occupancy standards allow two persons per living/sleeping room and permit maximum occupancy levels (**assuming a living room is used as a living/sleeping area**) as reflected in the table below.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
0	1	1
1	2	4
2	2	6
3	3	8
4	4	10
5	5	12
6	6	14

N. VASH VOUCHERS

1. Waiting lists and preferences do not apply
2. Initial Voucher terms are 120 days
3. Income targeting requirements do not apply (must be very low-income (50%of AMI) or low-income (80% of AMI))
4. Initial lease may be less than 1 (one) year
5. Families may live in units owned by the VA
6. Must be referred by VA Case Manager
7. Must agree to participate in case management
8. Must not have any member subject to lifetime sex offender registration

PART IV
FAMILY OBLIGATIONS
[24 CFR § 982.551]

The Family (including each member) must:

1. Supply any information that AHS or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify Social Security Numbers (as required under 24 CFR § 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR § 5.230.
3. Supply any information requested by AHS to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify AHS in writing when the family is away from the unit for thirty days or longer.
5. Allow AHS to inspect the unit at reasonable times and after reasonable notice.
6. Notify the owner and AHS before the family moves out of the unit or terminates the lease.
7. Use the assisted unit for residence only by the approved family, and the unit must be the families' only residence.
8. Promptly (within ten days) notify AHS in writing of the birth, adoption, or court-awarded custody of any child.
9. The family must request AHS approval to add any other family member, or person as an occupant of the unit.
10. The family must promptly (within ten days) notify AHS if any family member or person no longer resides in the unit.
11. Give AHS a copy of any owner eviction notice within ten days.
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease
13. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are approved by the owner and incidental to primary use of the unit as a residence by members of the family.

The Family (including each member) must not:

14. Own or have any interest in the unit. (other than a coop, or the owner of a manufactured home leasing a space)
15. Commit any serious or repeated violation of the lease.
16. Commit fraud, bribery or any other corrupt or criminal act in connection with the Housing Choice Voucher Program.
17. Engage in drug-related criminal activity or violent criminal activity. Or any criminal activity, including alcohol abuse, that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
18. Sublease or let the unit or assign the lease or transfer the unit.

19. Damage the unit or premises (other than from normal wear and tear) or permit any guest to damage the unit or premises.
20. Rent from a relative (except as a reasonable accommodation for a disabled family).
21. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any other Federal, State or local housing assistance program.

Enforcing Family Obligations

AHS shall enforce "Family Obligation" requirements as required under federal regulations, specifically 24 CFR 982 and the termination of assistance policies provided for in the Rental Assistance Housing Programs Administrative Plan.

Explanations and Terms

The term "Promptly" when used with the Family Obligations means "within 10 days." Denial or termination of assistance is always optional except where this Plan or the program regulations state otherwise.

PART V

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

A. MINIMUM RENT

1. Participating families will be required to pay the greater of:

a.	30% of the family's monthly adjusted income; or
b.	10% of family's gross monthly income; or
c.	\$50.00

2. Maximum Initial Rent Burden:

- a. A family initially renting a unit shall not pay more than 40% of the monthly-adjusted income as rent, when the total rent exceeds the Payment Standard based on unit size.

B. PRORATING OF ASSISTANCE FOR "MIXED" FAMILIES

Prorated Assistance Calculation

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

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment (TTP) is the gross rent minus the prorated assistance.

C. ANNUAL INCOME AND ALLOWANCES

Annual income means all amounts, monetary or otherwise, that are received by or paid on behalf of any member of the assisted family or, all amounts anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. Annual income means all amounts that are not specifically excluded by HUD regulation.

Gross income is the amount of income prior to any subtracting taxes or expenses or deductions, but does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable Income Limits.

Adjusted Income is defined as the annual income minus any HUD regulatory allowable deductions or allowances.

HUD has the following five allowable allowances and deduction expenses from Annual Income:

1. Dependent allowance = \$480 for each family member who is:
 - a) Under 18 years of age (a head of household, spouse, foster child, or live-in aide may never be counted as a dependent), and
 - b) A household member with disabilities, and
 - c) A full-time student.

2. Elderly Allowance = \$400 for families whose head or spouse is 62 years of age or older or disabled (**only (1) \$400 allowance per household**).
3. Allowable medical expenses for all elderly and/or disabled families.
4. Childcare expenses for children 12 years and under may be deducted when childcare is necessary to allow an adult member to work or attend school.
5. Expenses associated with attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

D. SPORADIC/SEASONAL INCOME

When income is sporadic over a twelve month period:

a: Income tax forms from the prior year may be analyzed to determine the amount of earned income to anticipate for the next 12 months.

b: If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

E. NUMERICAL ROUNDING REQUIREMENTS

It will be the policy of AHS to round to the nearest whole number for purposes of averaging hours **WORKED** or determining **EARNED INCOME**.

[Example: AHS verifies that an applicant or participating tenant works 30 to 35 hours per week, the average hours worked is 32.5. AHS will round this figure from 32.5 to 33 hours.]

F. MINIMUM INCOME - REPORTING ZERO INCOME

There is no minimum income requirement. Families who report zero/minimum income are required to complete an Income Questionnaire (and provide the requested receipts) every 60 days.

If the family has no income, the family is required to sign the Zero Income Certification Form, which advises the family on program abuse, fraudulently receiving assistance, and their responsibility to report any and all income.

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

See Pg. 50: Absence Due to Medical Reasons

H. REGULAR CONTRIBUTIONS AND GIFTS

AHS will count as income any regular contributions and gifts (monetary or not) from persons outside the household and use it to calculate TTP. This includes rent and utility payments made on a regular basis on behalf of the family and any other cash or non-cash contributions.

Loans from private parties are considered income if there is no written, well defined notarized repayment agreement executed between the parties at the time the loan began.

Any contribution or gift received every three (3) months **or more frequently** will be considered a “regular” contribution or gift.

I. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, AHS must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

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

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

NOTE: It is the family's responsibility to supply a certified copy of the Divorce decree with Child Support Worksheet.

J. LUMP - SUM RECEIPTS

Lump-sum amounts received by a family, such as inheritances, insurance settlements, (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but are considered assets.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

At initial certification or reexamination, AHS staff must ask whether a participating household has disposed of an asset for less than its market value within the past two (2) years. If the family has, AHS staff must determine the difference between the cash value of the asset at time of sale or other disposal and the actual payment received for the asset. AHS will count the difference between the market value and the actual payment received in calculating total assets.

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

AHS' threshold for counting assets disposed of for less than fair market value is \$1,000. If the total value of assets disposed of within one-year period is less than \$1,000 they will not be considered an asset.

L. CHILDCARE EXPENSES

Childcare expenses for children 12 years of age and under may be deducted from annual income if they enable an adult to work or attend school. The deduction for childcare expenses is based on the following guidelines:

1. Childcare that enables an adult to work. The maximum childcare deduction must be "reasonable". The number of hours claimed for childcare may not exceed the number of hours the family member is working (allowing one hour travel time to and from school).
2. Childcare that enables adult to attend school, **childcare expenses will not be allowed if a household member provides the childcare.** The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (allowing one hour travel time to and from school).

M. MEDICAL EXPENSES

Medical expense deduction is permitted only for households in which the head or spouse is at least 62 or disabled (Elderly or Disabled households).

If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted .

Medical expenses are those expenses expected to be incurred during the 12 months following certification or reexamination that are not covered by an outside source such as insurance.

Verifiable physician statements and printouts or invoices for medical related expenses must be provided by the household prior to calculation of any medical expense deduction for purposes of determining TTP.

NOTE: All medical expenses **MUST** meet the requirement as specified under IRS Publication 502.

N. DISABILITY EXPENSE ALLOWANCE

The Disability Expense Allowance provides for the deduction of reasonable expenses for attendant care and auxiliary apparatus for a disabled member that are necessary to enable a family member to be employed. Expenses cannot be paid to a family member or reimbursed.

O. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all private Rental Assistance Programs, including the Section 8 Housing Choice Voucher, Moderate Rehabilitation and SRO Project-Based programs.

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are computed on basis of actual rates and average consumption studies and not on a family's actual consumption.

AHS will review the Utility Allowance Schedule on an annual basis and revise it if needed based on substantial utility rate changes. For purposes of changing the Utility Allowance Schedule, substantial means more than a ten (10) percent increase/decrease in utility rates. If the amount of decrease/increase is not substantial, the Utility Allowance Schedule will remain the same for the subsequent year.

The approved Utility Allowance Schedule is given to families along with their Housing Choice Voucher. The utility allowance is based on the actual unit size selected and not the bedroom size the family is eligible for under the program. Where the utility allowance exceeds the family's Total Tenant Payment, AHS will issue a Utility Reimbursement Payment to the family each month. The check will be made-out directly to the head of household or to the local utility service provider.

NOTE: Where families provide their own range or refrigerator, AHS will establish and provide an allowance.

PART VI

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR § 982.158; and 24 CFR § 5.617]

INTRODUCTION

HUD regulations require that the factor of eligibility and Total Tenant Payment be verified by the housing agency.

Applicants and program participants must furnish true and complete information whenever information is requested by AHS. AHS verification requirements are designed to maintain overall program integrity. This PART explains AHS' procedures and standards for verification of income, preferences, assets, allowable deductions, family status, changes in family composition and other factors that affect the determinations of eligibility and calculations resulting in adjusted income.

AHS will always obtain proper authorization from the family before requesting verification information from independent sources.

A. RELEASE OF INFORMATION

[24 CFR § 5.230]

Each family member 18 and older is required to sign the General Authorization form

Each family member 18 and older will be required to sign a Form HUD-9886, Release of Information/Privacy Act. Each family member 18 and older may also be required occasionally, to sign authorizations for specific purposes which include but are not limited to: Social Security Records, IRS records.

NOTE: Family refusal to cooperate with this process will result in denial of admission or termination of assistance. It is a Family Obligation to supply any information and supporting documents requested by AHS or HUD.

B. TIMING OF VERIFICATION

Initial Move-in/Relocations and Interim certifications: Verifications cannot be more than 60 days old

Annual Re-exam: Verifications cannot be more than 120 day old at renewal date

C. METHODS OF VERIFICATION

AHS is required by HUD regulations to verify information related to income, assets, and deductions, for each family applying for admission to its housing assistance programs (24 CFR § 5.617, § 960.259 and § 928.516(2)). AHS will obtain and document in the tenant file third party verification of the following specific items:

1. Reported family annual income;
2. The cash value of assets and income derived from assets;
3. Expenses related to deductions from annual income; and
4. Any other factors that may affect the calculation of adjusted income.

The primary methods of verification acceptable by AHS for the tenant file to be properly documented in order of acceptability include:

1. **Enterprise Income Verification System (EIV):** Can and will be used for Social Security, Unemployment benefits and employment income. As employment income is not current, if tenant agrees with information concerning place of employment, last four paystubs can be used to calculate current pay scale.
2. **Written Third Party Verification:** Independent verification of income and/or expenses by contacting the individual income/expense sources(s) supplied by the family. **The verification documents must be supplied directly to the independent source by the PHA and be returned directly to AHS from the independent**

source. AHS will allow up to twenty (20) business days for return of third party verifications before proceeding to the next available method. AHS staff will note why third party written verification was not used.

3. **Oral Third Party Verification:** Independent verification of income and/or expense by contacting the individual income/expense source(s) supplied by the family by telephone and recording the name of the person, and date contacted, along with the confirmed verified information. **This form of third party verification will be used only in the event that the independent source does not respond to the PHA' faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., within (20) business days.**
4. **Document Review:** AHS staff review original documents provided by the tenant in support of their declaration of income during the income interim or annual reexamination. **This verification method can only be used as the sole source of income verification when third party verification cannot be obtained. The file MUST be documented as to the reason(s) why third party verification was unattainable.**
5. **Family affidavit or notarized statement:** Written affidavit or notarized statement of reported income and/or expenses signed by the family. This verification method will only be used as a last resort when all other verification options are not available. **The file MUST be documented as to the reason(s) why third party verification was unattainable.**

AHS will allow families to submit the following income verification documents at initial certification and issuance of a Housing Choice Voucher: (not to be used for interim or annual recertification or relocation)

- a. Award letters for Social Security;
- b. Supplemental Security Income (SSI);
- c. Veteran's benefits;
- d. Unemployment benefits;
- e. Workman's Compensation benefits;
- f. Retirement pension benefits;
- g. Temporary Assistance for Needy Families (TANF) benefits including,
- h. General Assistance payments and Food Stamps;
- i. Child support payments award statements or receipts;
- j. State of New Mexico Children, Youth & Families Department child care services payment checks;
- k. Letter from employer
- l. Student loan and grant award letters,
- m. Tribal per capita payment notices; and
- n. Self-employment certifications.

AHS will accept verifications in the form of **computerized printouts** delivered by the family that were generated by the following government agencies:

- a) Social Security Administration; or
- b) Veterans Administration; or
- c) NM State Human Services Department; or
- d) NM Department of Labor -Unemployment Compensation; or
- e) NM Workman's Compensation Board; and City or County Courts; or
- f) NM Child Support Enforcement Division

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification statement or affidavit under penalty of perjury and must be witnessed.

D. ITEMS TO BE VERIFIED

[24 CFR § 982.516]

Items to be verified include, but are not limited to:

1. All income not specifically excluded by the regulations; and
2. Full-time student status including High School students who are 18 years or over; and
3. Current assets including assets disposed of for less than fair market value in preceding two years; and
4. Childcare expense where it allows an adult family member to be employed or to further his/her education; and
5. Total medical expenses of all family member in households whose head of household or spouse is elderly or disabled; and
6. Disability expenses to include only those costs associated with attendant care or auxiliary apparatus, which allow an adult family member to be employed; and

E. METHODS USED TO VERIFY SOURCES OF INCOME

This section identifies the procedures and defines the methods AHS will use to verify various types of household income:

Employment Income

Verification forms forwarded to an employer will request the following information:

1. Start date of employment (Ending date where applicable); and
2. Amount and frequency of pay; and
3. Date of last pay increase; and
4. Year to date earnings; and
5. Estimated income from overtime, tips, bonus pay expected during the next 12 months; and
6. Any other relevant information that affect income during the next 12 months.

Acceptable methods of verification in the following order:

1. EIV in conjunction with current and consecutive paystubs and
2. Employment verification form completed by the employer; and
3. Check stubs or earnings statement which indicate the employee's gross pay, frequency of pay or year to date earnings; and
4. Federal W-2 Forms, plus income tax return forms; and
5. Federal Self Employment tax forms

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

Methods of verification will be accepted in this order:

1. EIV
2. Benefit verification form completed by agency providing the benefits; and
3. Award or benefit notification letters prepared and signed by the providing agency; and
4. Computer report electronically obtained or in hard copy; and
5. Bank statements or direct deposits receipts.

Unemployment Compensation

Methods of verification will be accepted in this order:

1. EIV in conjunction with check stubs
2. Verification form completed by government or private agency providing the benefits;
3. Computer reports electronically obtained or printout from unemployment office stating payment dates and amounts;

4. Payment stubs.

Temporary Assistance For Needy Families (TANF), General Assistance, or Food Stamps

Methods of verification will be accepted in this order:

1. AHS verification form completed by payment provider;
2. Computer generated printout from NM Human Services, Income Support Division.

Alimony or Child Support Payments

Methods of verification will be accepted in this order:

1. Court endorsed copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules; or
2. Print out from Child Support Enforcement
3. A notarized letter from the person paying the support; or
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future or that support payments are not being received.

If payments are irregular, the family must provide:

1. Court endorsed copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support **and payment schedules**; or
2. A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement; or
3. A Welfare notice of action showing amounts received by the welfare agency for child support; or
4. A written statement from the attorney certifying that a collection or enforcement action has been filed.

Full Time Students

1. Only the first \$480 of the earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.
2. Financial aid, scholarships, loans and grants received by full-time students may be counted towards family income in accordance with §327(a) and 24 CFR 5.612.
3. Any income derived from a Student Internship Employment Program will be counted towards family income as well.

Verification of full time student status includes:

1. Written verification from the registrar's office or other school official;
2. School records indicating enrollment for sufficient number of credits (e.g., minimum 12 credit hours equals' full-time student status) to be considered a full-time student by educational institution.

Net Income from a Business

In order to verify net income derived from a business, AHS will review IRS and other financial documents from the preceding year, and if necessary from prior years and use this information to determine the business income for the next twelve (12) months.

Acceptable methods of Business Income Verification include:

1. IRS Form 1040, including Schedule C, Small Business, Schedule E, Rental Property Income, and Schedule F (Farm Income). If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense will be required otherwise a computation using straight-line depreciation rules will be used.

2. Audited or un-audited financial statement(s) of the business.

F. METHODS USED TO VERIFY ASSETS

[24 CFR § 982.516]

ONLY ASSETS TOTALING OVER \$500.00 WILL BE RECORDED

Income from Assets (Savings Account Interest Income and Dividends)

1. Account statements, certificates of deposit, or AHS provided verification forms completed by the financial institution, including broker statements showing value of stocks or bonds and the earnings credited the family. (NOTE: Earnings can be obtained from the financial section of the daily newspaper or the Wall Street Journal.)
2. IRS Form 1099 from the financial institution provided that AHS must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for the next 12 months that indicates a breakdown of principal and interest.
2. Amortization schedule showing interest for the 12 months following the effective date of the certification and/or recertification.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:

1. IRS Form-1040 with Schedule E, Rental Income
2. Copies of latest rent receipts, leases, or other documentation of rent amount paid, or written statement from resident tenant certifying monthly rent amount.

Assets Disposed of for Less than Fair Market Value during Two Years Preceding Effective Date of Initial Unit Offer/Placement, Certification or Recertification

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

PART VII

APPROVAL OF ASSISTED TENANCY

INTRODUCTION

After families are issued a Housing Choice Voucher, they may search for a unit anywhere within the jurisdiction of AHS, or outside AHS' jurisdiction if they qualify for portability. (Refer to PART XI of this plan for additional guidance.) The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into Housing Assistance Payments Contract (HAP) with AHS. This part defines the types of eligible housing, AHS' policy that pertains to initial inspections, lease requirements, owner disapproval, and processing Requests For Tenancy Approval (RFTA).

A. REQUEST FOR TENANCY APPROVAL (RFTA)

[24 CFR § 982.305 (B)]

The family must submit the Request For Tenancy Approval (RFTA) and a copy of proposed lease during the term of the Housing Choice Voucher. The RFTA must be completed and signed by both the property owner and family.

AHS will not permit the family to submit more than one RFTA at a time. AHS will review the documents for completeness to determine whether or not they are approvable. AHS will determine that the Rent Requested by the owner plus applicable utility allowances are within the applicable Payment Standard (unless an exception rent has been approved). The RFTA will be approved only if:

1. The unit is eligible type housing; and
2. Unit has been inspected and meets federal minimum Housing Quality Standards (and any additional standards identified in this Administrative Plan); and
3. Proposed rent is reasonable when compared to unassisted rental properties of similar size in the area; and
4. Proposed lease complies with all HUD requirements and includes tenancy addendum, and meets State and Local law requirements; and
5. The owner is approvable and there are no conflicts of interest.

To the extent practicable, AHS will complete its unit eligibility determination (including scheduling and conducting an HQS inspection, rent reasonableness test, and unit suitability assessment) within 15 days after the family/owner submit the RFTA. The housing voucher time clock will be suspended during any period when the unit is not available for inspection.

Disapproval of Request For Tenancy Approval (RFTA)

If AHS determines that the Request cannot be approved for any reason, the landlord and the family will be notified immediately by electronic communications (telephone, email or fax) or in writing. AHS will instruct the owner and family of the steps that are necessary to approve the Request. The owner will be given up to 15 calendar days to submit an approvable RFTA form to AHS, or a notice of disapproval to the family, so that the family can continue to search for eligible housing.

If a RFTA is not approved, AHS will furnish another RFTA form to the family. The time limit on the Voucher [is](#) suspended while the RFTA is being processed, or if there is a delay through no fault of the families.

AHS will not approve a RFTA if HUD informs AHS that an owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24. Refer to 24 CFR § 982.306 for further regulatory guidance.

Tenant Screenings

AHS has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The Owner has the sole responsibility for screening and selecting the assisted family to occupy the owner's unit. This includes screening prospective tenants for any drug-related criminal activity or any other criminal activity that is a threat to the health, safety or property of others. The process used would be no different then the process used

in screening and selecting unassisted tenants. The owner shall take care when screening and selecting prospective assisted families in that no Fair Housing laws are being violated during the screening and selection process.

B. LEASE REVIEW

[24 CFR § 982.308]

AHS staff will review the lease, particularly determining the approvability of optional charges and compliance with regulations and **State/Local laws**. Responsibility distribution for utilities, appliances and optional services must correspond to those provided in the RFTA. **In the first year of tenancy, the initial lease must be for a term of not less than one year. At the end of the initial one-year term, the lease may take the form of a month-to-month lease agreement at the mutual election of the owner and assisted tenant family.**

AHS will make available to owners a sample lease upon request, which includes HUD-required language. The owner may include language such as House Rules to the lease as an addendum, provided they are approved by AHS prior to the signature and execution of the lease.

Owners may either submit their own lease or use the AHS sample lease. In either case, the HUD lease addendum must be attached and executed. If owner refuses to sign and execute the HUD lease addendum, AHS will **NOT** enter into a HAP Contract with the owner for the subject rental unit. The family will then be required to find another eligible rental unit.

Separate Agreements

Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families or, items not shown on the approved lease.

Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as dishwasher, attached garage, etc.) or other items that are permanently installed in the unit cannot be put under separate agreement and must be included in the lease.

NOTE: AHS is not liable for any unpaid charges by an owner's assisted tenant.

C. DISAPPROVAL OF PROPOSED RENT

AHS may disapprove an **Owner's Contract Rent request**; if AHS is unable to justify the amount requested because of HUD **rent reasonableness test** or 40% TTP Exception Rent requirements.

AHS may offer the owner an alternative Contract Rent amount that is more in line with the rent of comparable unassisted units in the immediate area, for purposes of rent reasonableness requirements.

If the owner accepts the offer of a revised rent, AHS will continue processing the RFTA and Lease. If the revised rent involves a change in the provision of utilities, a revised lease will need to be submitted by the owner.

If the owner does not agree on the Contract Rent after AHS has attempted and failed to negotiate a revised rent, AHS will inform the family and owner that the lease is disapproved.

D. INFORMATION TO OWNERS

[24 CFR § 982.307(b), 982.54(d)(7)]

AHS has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The Owner has the sole responsibility for screening and selecting the assisted family to occupy the owners unit. This includes screening prospective tenants for any drug-related or other criminal activity that is a threat to the health, safety or property of others. The process used would be no different than the process used in screening and selecting unassisted tenants. The owner shall take care that no Fair Housing laws are being violated during the process.

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

Upon owner written request, AHS will provide the following information: based on documentation in its possession:

1. Family's current and previous addresses*
2. Rental payment history
3. Eviction History
4. Family's previous tenancy history to include, but not limited to, police reports, any claim's for damages, neighbor/landlord complaints, any information on any illegal drug use, or possession with intent to distribute, and any information on any violent criminal activity.

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

The information may be provided **orally or in writing**.

E. HAP CONTRACT EXECUTION PROCESS

[24 CFR § 982.305 (c)]

AHS prepares the Housing Assistance Payments (HAP) Contract for signature and execution by the Owner and AHS on behalf of the assisted family. The family and the owner will execute the Lease agreement. Copies of the executed documents will be furnished to the parties who signed the respective documents.

AHS makes every effort to execute the HAP Contract before the commencement of the lease term. **In either case the HAP Contract or the lease term must run concurrent and no payments will be made until the contract is duly executed and AHS has a copy of the executed lease.** Owners must provide AHS with their current residential address (Post Office box is unacceptable).

Owners must provide Employer Identification Number (EIN), or Social Security Number (SSN), business or home telephone number. This information must be provided to the Inspector at the time of the unit inspection.

F. CHANGE IN OWNERSHIP

When a subsidized property is sold and the new owner chooses to assume the lease and HAP Contract AHS will require the following documents:

- a. Copy of a recorded 'Warranty Deed' showing transfer from seller to purchaser and/or
- b. Copy of a recorded 'Real Estate Contract' and/or
- c. Copy of a recorded 'Special Warranty Deed' from foreclosure
- d. Completed IRS W-9
- e. Completed and notarized 'Assignment of HAP Contract'
- f. Completed RFTA by new owner
- g. Completed Assignment of Lease

NOTE: If a Warranty Deed isn't immediately available AHS will accept a signed copy of a settlement statement from the title company. As long as a recorded copy of the Warranty Deed is provided as soon as available.

PART VIII

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

The primary objective of AHS and the Housing Choice Voucher Program is to provide decent, safe and sanitary housing at an affordable cost to qualified low-income families. To accomplish this, program regulations and this Plan set forth basic housing quality standards which all participating rental units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy.

Housing Quality Standards (HQS) defines "standard housing" and establishes minimum criteria necessary for the health and safety of the participating families. These standards for tenant-based programs are identified in the HUD Housing Inspection Manual for Section 8 Housing, and the most recent HUD Inspection Form, form HUD-52580 and most recent Inspection Checklist, form HUD 52580-A. All rental units are required to meet these minimum HQS requirements both at initial occupancy and during the terms of the lease. HQS applies to dwelling units, exterior premises and other non-dwelling buildings.

These HQS standards are enhanced by AHS in conjunction with local City building codes. It should be noted, these provisions do not overly restrict the number of units available for lease under the program.

The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and AHS requirements. This PART describes AHS' procedures for performing HQS and other types of inspections and standards for the timeliness of repairs. It also explains the responsibilities of the owner, family and AHS, and the consequences of non-compliance with HQS requirements for both families and owners.

A. ACCEPTABLE INSPECTION STANDARDS

[24 CFR § 982.401]

AHS has adopted the following Housing Quality Standards in addition to the US Dept. of HUD minimum housing quality standards

1. Window screen on at least one window in each room containing windows, for fresh air cross-ventilation purposes
2. Iron security doors and windows require emergency releases and locks as per Fire Code.
3. At least one Fire Extinguisher in each rental dwelling unit (single family/multi-family)
4. Adequate cooling (e.g. evaporative or refrigerated air conditioner) is required
5. No evidence of Fungi mold should be present anywhere in the dwelling unit
6. Clothes closet must be present in each room used for sleeping (portable closet acceptable)
7. Access to a bedroom should be through a common area (i.e. hallway, living room or kitchen, etc.) not through another bedroom
8. Ground Fault Interrupter (GFI) is required in at least kitchen or bathroom sink area as per local building code. (Exemption is permitted for 'grandfathered' residential properties as per City building code ordinance)

In cases of inconsistency between the local requirements and HQS, local codes will always prevail. Efforts will be made at all times to encourage owners to provide housing quality above HQS minimum standards.

B. MANUAL AND AUTOMATED INSPECTION SYSTEMS

In an effort to meet all HQS requirements, AHS will conduct and record inspections using paper form(s) HUD-52580A or HUD-52580. These HUD Inspection Checklist form (i.e., facsimile) has also been incorporated into a computer (hand-held) device, and can interface with our operating software and mainframe system. AHS will use these hand-held computer devices in the performance of HQS inspections. The paper forms will be used when training new program staff in the performance of HQS inspections, but will convert to hand-held devices upon completion of the training period. Paper forms will also be used when a hand-held device is out-of-service (broken) and others are not available for use by an inspector.

Regardless of how inspection results are recorded, AHS will produce and retain a facsimile that includes AHS-adopted standards. Form HUD-52580, Inspection Checklist.

NOTE: AHS reserves the right to convert back and forth between the use of paper inspection checklist forms and the hand-held devices when it would be in the best interest of the programs.

C. INSPECTION TYPES

[24 CFR § 982.405]

HQS INSPECTIONS ARE PERFORMED TO:

1. Determine if the dwelling unit and property meet federal minimum Housing Quality Standards (HQS) and minimum local safety building code standards; and
2. Document the current condition of the rental unit as a basis to assess whether the condition of the unit will exceed normal wear and tear in the future; and
3. Document the physical aspects of the dwelling that will be used for determination of Rent Reasonableness tests.

Initial Inspection Procedures

- AHS will conduct an initial move-in inspection for each unit as part of the tenancy approval process upon receipt and acceptance of a completed and signed RFTA form from either an owner or participating family; and
- AHS will schedule and conduct the initial move-in inspection within (3) days of receipt and acceptance of the RFTA, provided the unit is ready for inspection and occupancy by the family; and
- AHS will notify the family head of household and owner of the date and time of the scheduled inspection, and both the head of household and owner or their representatives **MUST** be present at the inspection; and
- If either the head of household, owner or either of their representatives fail to keep the scheduled inspection appointment, the inspector **WILL NOT** perform the initial move-in inspection; and
- The inspection will be rescheduled for the earliest date and time that **ALL** parties would be available for the inspection; and
- The unit must **PASS** the HQS inspection before the execution of the assisted lease and Housing Assistance Payments (HAP) Contract [24 CFR § 982.305] and the initiation of any payments.

Annual HQS Inspections

- AHS will conduct an annual HQS inspection of a unit occupied by an assisted family at least annually or at the anniversary of the initial move-in inspection [24 CFR § 982.405(a)]; and
- AHS will conduct the inspection **at least 30 and no more than 90 calendar days** prior to the anniversary month of the HAP contract; and
- AHS will notify the tenant and owner in writing between 15 and 30 calendar days prior to the scheduled annual reexamination HQS inspection, as to the date the inspection will be conducted; and
- The head of household or their representative (e.g., adult 18 years of age or older) must be present for the required annual reexamination HQS inspection (The owner is not required to be present, but may be present at their own discretion); and

- When the inspector conducts the annual inspection, each item on the inspection checklist must receive a rating of **PASS**, in order to approve the HAP and assisted lease for continuation for a subsequent 12 months; and
- Should any item on the inspection checklist receive a rating of **FAIL**, and the failed item(s) violate either HQS or local code building requirements, the inspector will take the necessary steps to ensure full HQS and local code compliance of the unit prior to approving the unit for renewal. This includes immediately notifying the owner and tenant in writing of the HQS deficiencies and providing a reasonable time frame to make the required repairs; and
- If the required repairs have not been made in the reasonable time frame, the HAP payment to the landlord will be abated and the HAP Contract will be terminated.
- Depending on the nature of HQS violations, the Inspector shall have the discretion to determine the amount of time to give either the owner or tenant to repair any HQS failed items, but in no case shall the time allotted exceed thirty (30) calendar days from the date of the annual inspection; and
- The only exceptions to the aforementioned will be considered in cases of HQS violations, caused by fire or other types of natural disasters and in cases where death or critical illness of a family member prevented the timely repairs of HQS violations by the owner and/or tenant. The owner and/or tenant must provide this office with documented evidence to the facts. In these cases, the Inspector may then extend the repair period an additional 30 to 60 calendar days, and only if the immediate health and safety of the assisted family is not compromised because of the time extension.

HQS Emergency Inspections

From time-to-time AHS will receive complaints or information that a particular assisted unit is in non-compliance with HQS requirements and that the resident family's health and safety is being compromised due to emergency HQS violations. AHS has adopted the following procedures for handling and documenting emergency violations in accordance with 24 CFR § 982.404.

The Housing Services Specialist (TSS) upon receiving information that an emergency (life-threatening) HQS violation/situation exists will document the tenant file as follows:

1. Date complaint/information was received;
 2. Details about the nature of the emergency (life-threatening) violation(s) including whether the owner and/or tenant are aware of the situation (only if the informant is someone other than the owner and/or tenant); and
 3. Any instructions the AHS staff person receiving the complaint/information may give the informant (i.e., caller) on what to do; and
1. Conduct an HQS emergency inspection of the assisted unit in accordance with 24 CFR § 982.404; and
 2. Record inspection violation(s) on form HUD 52580-A or 52580 and determine the nature of the HQS emergency violation(s) and ascertain the responsible party (i.e., owner or tenant);
 3. Refer family to appropriate emergency assistance agency (i.e., Red Cross, St. Vincent DePaul and NM Catholic Charities, etc.) for temporary shelter and assistance; and

If the Violation is the responsibility of the owner, the TSS will:

Contact the property owner by phone (if possible) and in writing (Certified mail with a cc: to the tenant), and notify them of the results of the inspection and that the repairs are required to be made within 24 hours (unless an extension of an additional 24 hours is granted) and that failure to make repairs will result in immediate abatement

of HAP portion of the rent and that the HAP Contract will be terminated at the end of the current month if repairs have not been made by that time.

If the Violation is the responsibility of the tenant, the TSS will:

Contact the tenant by phone (if possible) and in writing (Certified mail with a cc: to the landlord), and notify them of the results of the inspection and that failure to make repairs will result in termination of the HAP Contract and their Housing Choice Voucher at the end of the current month.

Emergency HQS Violation Items

The following is a list of items that are considered by AHS to be "Emergency" HQS violations and that will require immediate emergency attention by assigned TSS(s).

- 1. Waterlogged ceiling in imminent danger of falling;**
- 2. Flooding caused by leaky plumbing or natural flooding;**
- 3. Natural gas leaks or fumes or Red-Tagged Heating or W/Heating systems;**
- 4. Electrical problem that could result in electrical shock or fire;**
- 5. No heat with outside temperature below 32* F. and temperature inside unit is below 60* F.;**
- 6. Utilities (gas and electricity) not in service;**
- 7. No running water;**
- 8. Obstacle(s) which prevents tenant's safe entrance or exit to unit; and**
- 9. Lack of functioning toilet, if only one available in unit; or**
- 10. Non-functioning Smoke Detectors**

Special or Complaint Inspections

AHS may conduct special HQS inspections or other investigative visits to an assisted unit based on information received from third parties such as owners, participants, neighbors or other interested third parties.

- If at any time AHS is notified that the unit does not meet HQS, and the tenant has already notified the owner, AHS will schedule and conduct an inspection (exception - emergency violations that are reported as indicated above will be inspected immediately); and
- AHS will inspect the items which were reported; and
- If the inspector identifies additional HQS deficiencies that cause the unit to fail, the responsible party (owner and/or tenant) will be required to make the necessary repairs; and
- Violations resulting from complaint inspections will be treated in the same manner as annual inspection violations, and the same rules will prevail.

Quality Control Inspections

[24 CFR § 985.2 & 982.405(b)]

First, the purpose of Quality Control (QC) inspections is to ensure that landlords are maintaining the dwelling unit(s) in decent, safe and sanitary condition and that they continue to meet HQS requirements. Second, QC inspections will assist AHS in monitoring SEMAP compliance, and QC inspections will provide feedback to management on inspectors' work, which can be used to determine if individual performance or general HQS training issues need to be addressed.

The following guidelines will be used in determining the QC inspection sample size, type and process:

1. QC inspections will be conducted on at least two (2%) percent of all units.
2. Completed HQS inspections including the unit sample must be no older than three months at the time of QC inspection.
3. The sample must represent a cross section of neighborhoods where program units are located and inspections completed by all HQS inspectors on staff.

4. The sample will include a cross-section of initial and annual inspections.
5. QC inspections are required to be conducted by management staff (i.e., Quality Control & Audit Officer, or Section 8 Program Coordinator, or Rental Assistance Housing Program Manager).
6. QC inspections will be conducted on a monthly or quarterly basis.
7. When the results of the inspections indicate failed units, an additional number of inspections will be conducted to equal the number of failed inspections.

AHS will maintain a quality control tracking system for each SEMAP year, which indicates at a minimum:

- Address of the units;
- Date of original inspection and inspector conducting inspection;
- Date of the QC inspection; and
- Results of the QC inspection;
- Location of the unit by neighborhood, zip code, or census tract.

Reports will be generated which will indicate the total number of inspections conducted and the unit condition. This will prompt any system change or process change to make necessary improvements to the inspection process to ensure full regulatory and SEMAP compliance.

D. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

[24 CFR § 982.401]

AHS adheres to the thirteen (13) HQS acceptability criteria in the program regulations, HUD Inspection Manual and local codes, **which threaten the health and safety of the family**.

HQS violations that cause a unit to fail are required to be corrected by the landlord, unless it is a fail item(s) for which the resident tenant is responsible. Fail HQS items for which the family is responsible for are defined in Section G below.

E. HQS NON-COMPLIANCE AND TERMINATION OF HAP CONTRACT

If the owner is responsible for repairs, AHS will send an abatement and HAP contract termination notice to the property owner (with a copy to the tenant), which must include the date abatement will become effective (but no earlier than the first of the next month). In addition the notice must include a 30 day notice of termination of the HAP Contract. The HAP Contract termination is in the event the owner fails to make repairs or refuses to complete HQS deficiencies before or after the abatement period expires. If repairs are completed before the effective termination date, the termination may be rescinded by AHS, if tenant chooses to remain in the unit.

F. DETERMINATION OF RESPONSIBILITY

[24 CFR § 982.54(d)(14)]

The following deficiencies are considered the responsibility of the family:

1. Tenant-paid utilities not in service;
2. Failure to provide or maintain family-supplied appliances;
3. Housekeeping deficiencies; and
4. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

The owner is responsible for all other HQS violations.

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

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

Non-Emergency HQS Violations

If non-emergency violations of HQS are determined to be the responsibility of the assisted family, AHS will require the family to make any repair(s) or correction(s) within 30 days. A written notice will be sent to the tenant (with a copy to the landlord stating that if the repair(s) or correction(s) are not made within the time allotted, AHS will terminate the HAP Contract and the Housing Choice Voucher. Termination to be effective in not less than thirty days. Any requests by the family for an extension of time to make repairs must be approved by the Rental Assistance Housing Program Manager. Under no circumstances will the owner's rent be abated for items that are the family's responsibility.

PART IX

PAYMENT STANDARDS, OWNERS RENT AND RENT REASONABLENESS

INTRODUCTION

The Payment Standard is used to calculate the housing assistance payment that AHS pays to the owner on behalf of the family leasing a qualified unit. This PART explains the procedures AHS will undergo for establishing and revising its Payment Standard Schedule initially, as well as annually, and how it will determine and handle housing assistance payments to owners, and how it will ensure that rents charged by owners to housing choice voucher program participants are reasonable and in line with unassisted market rents.

A. PAYMENT STANDARD

[24 CFR § 982.503]

The Payment Standard for each unit size will be set at 90% to 110% of the published Fair Market Rent (FMR) for each new housing choice voucher program funding increment authorized under a new Annual Contributions Contract (ACC). In addition, AHS will monitor the local rental market conditions and will adjust its Payment Standard Schedule, up or down, depending on what the conditions reveal to AHS about actual rental market costs.

Annual Adjustment to Payment Standard

At least annually, AHS will review its Payment Standard to determine whether adjustments are needed for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements. The Payment Standard may be adjusted 90% to 110% of current FMR without prior HUD approval in order to increase/decrease contract rents in accordance with local rental housing market conditions.

AHS may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard.

1. Rent Burdens to Assisted Families; and
2. Availability of Suitable Vacant Units and Rents Below the Payment Standard Amounts; and
3. Size and Quality of Units Selected; and
4. Time to Locate Housing; and
5. Vouchers Expired without Leasing; and
6. Large Number of Families Moving Out of AHS Jurisdiction.

Lowering of the Payment Standard

The Payment Standard may be lowered when studies or analysis reveal that the Payment Standard should be lower, in which case, the Payment Standard will not be less than 90% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition, which would affect their Voucher size.

Documentation of Review of Payment Standards

AHS will maintain documentation of its review of its Payment Standard schedule to support its determination to change or not to change the payment standard amounts on the schedule.

Financial Feasibility

Before increasing the Payment Standards, AHS may review the annual budget to determine the impact projected subsidy increases would have on funding available for the program versus the number of families served.

Application of the Payment Standard

AHS will use the payment standard to calculate the monthly housing assistance payment for a family under the housing choice voucher program. The HAP is determined by taking the lower of the:

- Payment standard minus the TTP or
- Gross rent for the unit minus the TTP.

If the gross rent is lower than the payment standard, the family will pay the full TTP. If the gross rent is higher than the payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard. In any case, the family's TTP may not exceed 40% of adjusted income in the initial year of the lease.

Payment Standard Amount for the Family

The payment standard amount for a family is the lower of:

- Payment standard amount for the family voucher size, or
- Payment standard amount for the size of the unit actually leased by the family.

Higher Payment Standard Amount as a Reasonable Accommodation

AHS also reserves the right under this Plan to establish a higher payment standard amount within the basic range (90% to 110% of FMR) as a reasonable accommodation for a disabled family. AHS also reserves the right to petition HUD to approve a higher or lower payment standard outside the 90% and 110% basic range.

B. HOUSING ASSISTANCE PAYMENTS TO OWNERS

When AHS has determined that the unit meets the minimum HQS as defined in Part VIII of this Plan, and that the lease is approvable and that the rent is reasonable, it will then execute the Housing Assistance Payments (HAP) Contract with the owner.

The maximum subsidy for each family is determined by the Payment Standard, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's monthly gross income, or 30% of the family adjusted monthly income, or the Minimum Rent of \$50.00 whichever is greater).

The Payment Standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

Rent Specials

From time to time landlords and multi-family apartment management companies may offer certain types of specials as an incentive to attract new tenants to their particular unit or apartment complex. These special offers, more often than not, may include "free rent" offers for one or more months. Under existing equal housing opportunity laws, such specials must be made available to both rent assisted and non-assisted prospective tenants. Therefore, AHS will require that "free rent" incentives to AHS Section 8 assisted tenants be based on the monthly rent charged for the unit to be leased. **The "free rent" must be equal to the rent advertised and credited to the assisted tenants rent account in the first month of the lease.** Thereafter, regular rent and HAP payments from both the assisted tenant and AHS shall commence in the subsequent month through the twelve-month term of the initial lease.

C. MAKING PAYMENTS TO OWNERS

AHS will begin processing payments to the landlord once the HAP Contract and Lease is executed. When there are changes in the amount of housing assistance payment, the effective date and the amount of AHS payment is communicated through a “rent adjustment notice” mailed to both parties. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Normally, payment checks are processed and disbursed to owners three to four times each month. Exceptions may be made with the approval of the Rental Assistance Program Manager in cases of hardship.

Checks that are not received by an owner will not be re-issued until every effort has been made to locate the missing check. AHS will issue a stop payment with the bank after 15 days on the missing check and a new check will be issued to the owner at the next scheduled payment processing cycle.

Direct Deposit of HAP

Beginning July 1, 2007, AHS will request all **new** landlords entering into a Housing Assistance Payments Contract for the first time **to register for Direct Deposit** of their housing assistance payments.

D. RENT INCREASE REQUESTS FROM OWNERS

Owners may not request rent increases under the Housing Choice Voucher Program prior to the expiration of the first or subsequent year(s) of the lease.

Owner must request the rent increase in writing and must submit the request to AHS at least 60 days prior to annual recertification date of the HAP Contract.. This will allow for the thirty-day notice required by the New Mexico Owner-Resident Relations Act in reference to Notice to Tenant of Rent Increase. **There will be no exceptions to the 60 days rent increase request notice from owner requirement.**

The approval or disapproval decision regarding the owner’s rent increase request will be based on Rent Reasonableness determination. The rent adjustment may be an increase or decrease, but may not result in a contract rent lower than initial contract rent on the current HAP Contract.

Disapproval of Owners Rent Increase Request

If AHS rejects the owner’s request for rent increase on the basis that the request fails the rent reasonableness test and the owner rejects AHS' determination, the owner may offer the tenant a new lease without housing assistance, or give the tenant a thirty day notice to terminate the lease. If the tenant wishes to remain in the unit unassisted AHS will terminate the families Housing Choice Voucher.

E. RENT REASONABLENESS DETERMINATIONS

[24 CFR 982.4; § 982.54(d)(15); § 982.158(f)(7); § 982.507]

AHS will make every effort to ensure that rents charged by owners to housing choice voucher program participants are reasonable.

Rent reasonableness determinations are made:

- a. when units are placed under HAP Contract for the first time
- b. when owners request a rent increase
- c. if there is a five percent decrease in the published FMR
- c. at the direction of HUD.

AHS will compare, document, and certify on a case-by-case basis that the approved rent:

- Does not exceed the rents charged for similar sized unassisted units in the marketplace; and

The owner will be required to document and certify the following:

- The subject rental unit does not exceed rents charged by the owner for equivalent assisted or unassisted units in the same building or complex, and will make the certifications on both the RFTA and HAP Contract Addendum.

At least two (2) comparable units will be used for each rent determination. All comparables must be based on the rent that the unit would command if leased in the current market. The term “leased in the current market” means that the unit has been leased within the last 90 Days.

F. PHA RENT REASONABLENESS METHODOLOGY

How market data is collected

AHS will collect and maintain data on unit information and market rent in AHS jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 24 months old will not be used to determine rent reasonableness.

How rents are determined

AHS uses a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geocoded maps will be used to identify the unsubsidized units in closest proximity to the subject unit, and unit data information will be used to select the most similar units.

In comparing rents, AHS will take into account critical market factors that impact rent, including the location, quality, size, unit type and age of the contract provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, the PHA will determine whether those differences impact rent. Where they do, the PHA will adjust the rental value of the comparable units, up or down, based on assistance will be compared to the *adjusted* rents for the comparable units, enabling a fair, accurate, market based determination of rent reasonableness.

AHS will notify the owner of the rent AHS can approve based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. The PHA will consider this information when making rent determinations. The owner must submit any additional information within 5 business days of AHSs’ notification.

PART X

ANNUAL and INTERIM RECERTIFICATIONS

[24 CFR § 982.516]

INTRODUCTION

HUD regulations require that AHS reexamine the income and composition of all Housing Choice Voucher families at least annually. AHS will also require participating families to report interim changes in family income or other family circumstances. These changes may affect the amount of housing assistance they can receive including their continued participation in the program. In addition, AHS is required to inspect the assisted unit at least annually or prior to the anniversary date of the HAP contract to ensure continued HQS compliance. These activities must be coordinated to ensure that they are completed in accordance with program regulations. This PART defines AHS' policy for conducting and coordinating annual recertifications requirements. It also explains the interim changes reporting requirements for families, and the standards for timely reporting.

Supervisory Monitoring Requirements (Quality Control)

SEE PART VIII- Quality Control Inspections

A. REQUIRED ANNUAL ACTIVITIES

[24 CFR § 982.516; § 982.405]

There are three activities AHS must conduct on an annual basis. These activities will be required to be coordinated whenever possible:

1. Re-certification of Income and Family Composition
2. HQS Inspection
3. Contract Rent Adjustment (rent increase) when requested by Owner

Every family is required to re-certify at least annually. The only exception to this requirement is when a family moves to another assisted dwelling unit prior to the HAP contract anniversary date of their previous unit. In these instances, the family will be re-certified as part of the relocation under assistance process and the re-certification undertaken will satisfy the annual reexamination requirements for the relocating family. Since the family will be relocating with assistance, the annual HQS inspection of the prior unit will not be required.

B. ANNUAL RECERTIFICATION -REEXAMINATION

[24 CFR § 982.516]

Reexamination Notification to the Family

The assisted family will be notified by mail of the scheduled date for their annual re-certification and dwelling unit inspection. A similar notice will be mailed to the property owner, advising the owner of the pending expiration of the HAP contract. The notices will be generated by our MST program software and will be sent at least 90 days prior to the anniversary month of the HAP contract.

If requested as a reasonable accommodation, for persons with disabilities, AHS will provide the notice in an accessible format and if requested will mail the notice to a third party.

Family Non-Cooperation and Termination of Assistance Notification

If the family fails to be present for the inspection, and has not called to reschedule or make prior arrangements, AHS will then send a letter scheduling a second inspection, letting the tenant know that failure to be present (without prior notification to the TSS) will result in termination of the Housing Choice Voucher. If the family fails to keep the second scheduled appointment, and has not rescheduled or made prior arrangements, AHS **will not** schedule a third appointment.

NOTE: Exceptions to the Non-Cooperative notice policy may be made by the Rental Assistance Housing Program Manager and, only if the family is able to provide evidence through documentation that an emergency situation prevented the family from keeping the scheduled appointments.

Reexamination Forms

At a minimum, AHS will use the following documents/forms in the annual reexamination process:

- AHS Rental Assistance Programs-Continued Occupancy/Re-certification Application Form;
- Form HUD-9886, Authorization for Release of Information/Privacy Act Notice and AHS Authorization for Release of Information; and
- Inspection Summary Form, Utility Allowance Schedule, Rent Reasonableness form, (if a rent increase is requested); and
- Third Party Verification forms required for verifying sources of income, expenses and other information directly from third parties (e.g., employers, benefit providers, etc.).

AHS will provide copies of completed documents or forms for each family upon request and original copies will be retained in the tenant family's file.

Documents Required From the Family

In the notification letter to the family, AHS will include instructions for the family to provide the following documentation:

- Documentation of income for all family members; and
- Documentation of liquid and non-liquid assets;
- Documentation of any eligible deductions/allowances;

Tenant Rent Increases

If the Tenant rent to owner reflects an increase, a notice of the tenant rent increase will be mailed to the family 30 days prior to the effective date of the re-certification.

If less than 30 days remain before the effective date of the annual re-certification; the tenant rent increase will take effect on the first day of the month following the 30 days notice.

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

If the tenant rent to owner increases as a result of the reexamination, the assisted family must be given the opportunity for an informal meeting.

Tenant Rent Decreases

If tenant rent to owner decreases, it will be effective on the anniversary date of re-certification.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, the change will be effective on the first day of the month following completion of the reexamination processing by AHS.

Notification of Annual Reexamination Results

AHS will notify the family and owner of the results of the annual reexamination in writing. The notice, at a minimum, will provide the following information on the results of the reexamination:

- Increase/Decrease in Contract Rent;
- Amount and effective date of the new family share of the rent;
- Amount and effective date of the new housing assistance payment to the owner.

The Form HUD-50058 will be completed, audited and transmitted as required by HUD via interfacing between MST/AS-400 and HUD' Performance Information Center (PIC).

C. REPORTING INTERIM CHANGES

[24 CFR § 982.516]

HUD/AHS requires program participants to report **ALL** changes in household composition and income to AHS between annual reexaminations. Income changes must be report within ten days of the date the change occurred. Any information, documents, or signatures required from the family, must be provided within 10 days of the change occurring.

Interim (Changes in Income) Reexamination Policy:

AHS will not be required to process interim increases in income that do not affect the tenant portion of the rent by less than 10%.

Interim Rent Change Effective Dates

Increases: If the change in income/family composition results in an **increase** in the tenant portion of the rent, the change will become effective on the first day of the month following the change. This will allow for the mandatory 30 days notice as required by State law. The Housing Services Specialist must have received all required documents and third party verifications prior to processing a change.

Decreases: If the change in income/family composition results in a **decrease** in the tenant portion of the rent, the change will become effective on the first day of the month following the change, only if all required documentation and third party verifications have been received by the Housing Services Specialist **prior to the 25th of the month.**

Timely Reporting of Changes in Income, Assets and Family Composition

When the Change Is Not Reported By the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

In the event the change in income/family composition is not reported in a timely manner, the rent increase will be made effective the first day of the month, following receipt of all documents and third party verifications by the Housing Services Specialist. This will allow for the required 30 days notice.

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpayment of housing assistance and will be required to repay all overpayment amounts. If it is determined the family is unable to repay the amount in full due to a lack of available funds, the family may be required to enter into a Repayment Agreement with AHS.

The exception is if the family specifically requests the change occur sooner, in order to avoid repayment requirements of any overpayments in subsidy for that period.

- Decrease in Tenant Rent will be effective on the first of the month following completion of processing by AHS and not retroactively.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the required annual recertification.

An interim reexamination will be scheduled every 60 days for families who report zero income.

NOTE: No interim changes will be processed for absences from work for fewer than 30 days in duration.

D. CHANGES IN FAMILY COMPOSITION

Reporting changes in household composition to AHS is a HUD regulatory and AHS policy requirement

Increases in Family Size

The assisted family will be required to obtain prior AHS approval of additions to the household before person(s) occupy the assisted unit.

Any tenant wishing to add a minor to the household (other than by birth) must provide Court Awarded Custody Documents, or Court Documents showing that custody is in process.

AHS will deny a family's request to add new household members who are:

1. Persons who have been evicted from any federally assisted housing;
2. Persons who have previously violated a family obligation listed in 24 CFR § 982.551 of the HUD regulations;
3. Persons who have been part of a family whose assistance has been terminated under the housing choice voucher program;
4. Persons who have been arrested, formally charged or convicted for drug-related or other violent criminal activity;
5. Persons who commit fraud, bribery or any other corrupt or criminal act in connection with federal housing programs;
6. Persons who currently owe rent or other amounts to AHS or to another PHA in connection with the Section 8 or public housing assistance programs under the 1937 Housing Act; and
7. Persons who have engaged in or threatened abusive or violent behavior against AHS staff.
8. Persons added after initial tenancy must have income, a work history for the last 12 months or other steady income for the last 12 months.

NOTE: The Section 8 Housing Program Coordinator/Supervisor **MUST** approve requests of any additions including blood related relatives, except for additions due to marriage, birth, adoption or court awarded custody. (Refer to definition of a "family" within this Plan for additional guidance.)

If the addition(s) would result in overcrowding according to HQS maximum Occupancy Standards, AHS may issue a larger housing choice voucher (if needed to comply with Subsidy Standards) for additions to the family.

The U.S. Citizenship/Alien Status of additional family members must be declared and verified

Approval from Landlord of Household Member Additions

Approval of any household member additions MUST be obtained from the participating landlord in writing prior to requesting consideration for approval from AHS. If the family does not obtain prior written approval from the owner and AHS, any person the family has permitted to move in will be considered an unauthorized person.

Decreases in Family Size

Families are required to notify AHS if any family member leaves the assisted household. When the family notifies AHS, they must furnish the following information:

- The date the family member moved out;
- The new address of the adult family member who has moved out, and any three documents verifying the new address (i.e., a current lease, utility bills, postal service change of address authorization, cell phone bills, voter registration, drivers license, automobile registration, bank statements, paystubs etc.); letters from friends and/or family will not be accepted
- A statement as to whether the family member is temporarily or permanently absent.
- If a minor child has moved from the unit, a letter from the current guardian of the child should be in the file.

Temporarily/Permanently Absent

[24 CFR § 982.54(D)(10), 982.551 (H) (2), (3), (7)]

AHS must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, AHS must count the income of the spouse or the head of the household if that person is temporarily absent. If the spouse is temporarily absent and in the military, all military pay and allowance (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define from time-to-time) is counted as income.

Income of persons permanently absent will not be counted.

AHS will evaluate absences from the unit using this policy.

Absence of Entire Family

[24 CFR § 982.551 (7) i]

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

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

Families must notify AHS and the owner if they are going to be absent from the unit for more than 30 consecutive days for any reason.

If it is determined that the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered vacated and housing assistance will be terminated.

In order to determine if the family is absent from the unit, AHS may carry out, but is not limited to, the following activities:

- Write letters to the participant family at the unit.
- Telephone the family at the unit.
- Interview neighbors/landlord.
- Verify if utilities are in service.
- Verify if children are enrolled in local schools.

If the absence that resulted in termination of assistance was due to a tenants disability, and the tenant (or relative, case worker, other interested professional) can verify that the tenant was unable to notify AHS, in accordance with the tenants responsibilities, AHS may reinstate the family as part of reasonable accommodation requirements if requested by the tenant and if funding is available at the time.

Absence of Any Member

Any member of the household will be considered permanently absent if it can be confirmed he/she is away from the unit for 60 days in a 12-month period except as otherwise provided in this Part.

Absence Due To Medical Reasons

If any member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, AHS will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 60 consecutive days, the family member will not be considered permanently absent.

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

Note: Exemptions shall be considered for a head of household whose absence from the unit will exceed no more than six months due to medical reasons. The Rental Housing Assistance Program Manager shall consider approval for exemptions only upon receiving verifiable documentation as to the medical emergency.

Absence Due to Incarceration

If the sole member is incarcerated for more than 30 consecutive days (furloughs included), he/she will be considered permanently absent.

Any member of the household will be considered permanently absent if he/she is incarcerated permanently or incarcerated for 60 days in a twelve-month period.

AHS will determine and verify if the reason for incarceration is for a drug-related or violent criminal activity, if so, AHS will terminate assistance as required under federal program regulations.

Foster Care and Absences of Children

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

If the time period is to be greater than 2 months from the date of removal of the child/children, the child/children will be considered permanently absent and the Housing Choice Voucher size will be reduced in accordance with AHS' subsidy standards.

Absence of Adult(s) members or Head of Household

If neither parent remain in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, AHS will treat that adult as a visitor for the first 30 days. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Housing Choice Voucher will be transferred to the caretaker **provided all eligibility requirements are met**. If the court has not awarded custody or legal guardianship, but the action is in process, AHS will secure verification from social services staff or the attorney as to the status. The caretaker will be allowed to remain in the unit, until a determination of custody is made.

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

If a member of the household is subject to a court order that restricts him/her from the home for more than 2 months, the person will be considered permanently absent.

If an adult child goes into the military, they will be considered permanently absent.

Students Attending School Out of State

A student (other than head of household or spouse) who attends school out of state, but lives with the family during school recesses may, at the family's choice, **be considered permanently absent**.

If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size if the family decides to move during the absence.

Remaining Member of a Tenant Family

To be considered the remaining member of the tenant family, the person must have been previously approved by AHS to be living in the unit and be permitted by law to execute legal documents. A live-in attendant for all intent and purposes, (other than a blood relative who is providing live-in services and who will be assuming custody of minor children, and will be treated as a remaining member of a family, provided that documentation from a state or local social services agency has authorized the custody of the remaining minor family members to the live-in attendant) will not be considered a remaining member of a family.

To be eligible to become a remaining member head of household the remaining member:

MUST be at least 18 years old or 16 years old and “emancipated” by a legal proceeding and can provide documentation of the emancipation;

MUST have been an authorized member of the household at the time the head of household relinquished their status as head of household by moving-out of the assisted unit;

NOTE: A reduction in family size may require a reduction in the housing choice voucher size.

Visitors

Any adult not included on the Form HUD-50058, Family Report who has been in the unit more than 14 consecutive days, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an **unauthorized** household member.

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

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

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

E. CONTINUANCE OF ASSISTANCE FOR "MIXED FAMILIES"

Under the Non-citizen Rule, "Mixed Families" are families that include at least one citizen or eligible immigrant and at least one non-citizen or in-eligible immigrant.

The non-citizen rule was made effective prior to November 29, 1996, and "Mixed Families" who were participants on June 19, 1995, shall continue receiving full assistance if they meet the requirements of the November 29, 1996 rule. In the event they do not qualify for full assistance, the family may choose prorated assistance.

F. SPECIAL CONSIDERATION FOR CONTINUED ASSISTANCE FOR "MILITARY PERSONNEL"

Military personnel participating in the Section 8 Rental Assistance Housing Programs who are deployed to active duty and, who will not continue to occupy the assisted unit, will be terminated in accordance with federal program regulations and these administrative policies.

In addition, AHS shall give **special consideration** to military personnel who have been deployed to active duty in the armed forces because of a declared military conflict. This includes regular Armed Forces and National Guard military personnel. These **special considerations** include the following:

1. Allow a guardian to move into the Section 8 assisted unit to provide care for any dependents the military person leaves behind in the unit. Income of the guardian temporarily living in the unit for this purpose shall not be counted in determining family income for purposes of determining family rent portion. The guardian must undergo and pass the required background check performed on all adult household members.
2. Allow the HCV housing assistance payment to continue for a reasonable period of time (depending on the length of deployment not to exceed eighteen months) beyond that required by the Soldiers' and Sailors' Civil Relief Act of 1940, 50 U.S.C., even though the adult members of the military family are temporarily absent from the assisted unit and only as long as the guardian and dependents continue to occupy the assisted unit.
3. AHS shall waive the waiting list requirements for military personnel returning from active duty who at the time of their deployment surrendered their Section 8 housing assistance. Military personnel returning from active duty and request that their HCV be reinstated **must** provide documented evidence of their release from active duty and meet the program eligibility requirements of the program prior to issuance of a HCV.

PART XI

RELOCATIONS WITH CONTINUED ASSISTANCE AND PORTABILITY

INTRODUCTION

This PART defines PHA policies and procedures for moves with continued assistance, both within AHS' jurisdiction, and the policies for restriction and limitations on moves under portability. HUD regulations permit families who have been issued a Housing Choice Voucher to use that voucher to lease a unit anywhere in the United States where there is a housing agency operating a housing choice voucher program. This includes any move with continued assistance to another unit within AHS' jurisdiction, or to a unit outside of AHS' jurisdiction under federal "portability" procedures. HUD regulations allow AHS the discretion to develop policies that define any limitations or restrictions on moves with continued assistance, provided that such policies conform to instructions found in **HUD PIH Notice 2004-12**.

A. ALLOWABLE MOVES WITH CONTINUED ASSISTANCE

A family may move to a different dwelling unit with continued assistance if:

1. The assisted lease for the prior unit has terminated because AHS has terminated the HAP contract for owner breach, or the lease was terminated by **mutual agreement** between the owner and the tenant family.
2. The family has given proper notice of lease termination in accordance with the terms of the lease and/or as required by State or local law.
3. The owner has given the family a notice to vacate

B. RESTRICTIONS ON MOVES/RELOCATIONS

[24 CFR § 982.314, 982.552(a)]

Voucher holders **will not** be allowed to move/relocate within AHS' jurisdiction during the initial lease year **unless the owner and assisted tenant enter into a mutual recession of the lease agreement**
AHS will deny authorization to move/relocate if:

1. The move would be the second move within one year from the last approved relocation, unless the move will provide for education opportunities, job training, gainful employment, avoiding a domestic violence situation, or to access specialized medical care required by a household member that is not offered in AHS' jurisdiction;
2. There is insufficient funding for continued assistance.
3. The family has violated a Family Obligation.
4. The family owes the AHS monies.

NOTE: The Rental Assistance Housing Program Manager may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES/RELOCATIONS

[24 CFR § 982.314]

Issuance of Housing Choice Voucher

Subject to the aforementioned restrictions on moves/relocations, AHS staff will issue the "Relocation" Voucher documents **ONLY** after conducting a recertification of the family's eligibility, including completing the AHS Continued Occupancy/Re-Certification Application form.

The annual recertification date will be changed to coincide with the new lease date upon the relocation (move) of the tenant family to another assisted unit.

If the family does not locate to another dwelling unit, they may remain in the current unit with assistance so long as the owner permits, and the owner and tenant notify AHS in writing prior to the termination date of the lease as specified in the 30 day notice and/or Mutual Rescission of Lease.

Notice Requirements

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

The family must give the owner the required number of day's "written notice of intent to vacate", as specified in the lease or as required by State and/or local law. **The family MUST give a copy of the written notice to AHS prior to "Relocation" voucher documents being processed and issued.**

D. RESTRICTIONS ON PORTABILITY

Applicants

A family that has not yet leased a unit under the housing choice voucher program is eligible for portability, if the head of household or spouse was a resident of AHS' jurisdiction for a least one (1) year at the time the application for assistance was submitted. A "resident" for the purpose of determining eligibility for portability, is a person who has a legal domicile (e.g., residency) in AHS' jurisdiction. The applicant must provide AHS with verifiable documentation to prove residency prior to being permitted to exercise portability of their voucher. A **current** lease, school records, a voter registration or other similar records are acceptable forms of documentation to demonstrate and certify legal domicile.

The only exception to the domicile policy is for those applicants residing in a nursing home outside AHS program jurisdiction, but within the State of New Mexico and who qualify to participate in HUD' Project Access Housing Choice Voucher Program initiative. These applicants will also be required to reside within the State of New Mexico in the first year of assisted occupancy except for circumstances identified below.

Participants

After being housed in AHS' jurisdiction, **the participant WILL NOT be permitted to exercise portability during the first year of assisted occupancy, except in the following circumstances:**

- The family's move will provide education opportunities, job training or gainful employment, or access to specialized medical care required by a family household member that is not offered in AHS' jurisdiction; or
- A family member is a victim of domestic violence, dating violence, or stalking, and by relocating outside the PHAs jurisdiction will protect the family or a family member from domestic violence, dating violence or stalking.

AHS **will not** permit families to exercise portability:

1. If the family is in violation of a family obligation; or
2. If the family owes money to AHS for overpayment of subsidy; or
3. If the family has moved from the assisted unit in violation of the lease.

E. INCOMING PORTABILITY

[24 CFR § 982.354 thru 982.355]

AHS will accept a family with a valid Housing Choice Voucher from another jurisdiction (PHA) and **administer or absorb** the Voucher in accordance with federal regulations and HUD Notice PIH 2004-12. AHS will issue its own Housing Choice Voucher to the family porting into AHS' jurisdiction only if funding is available. The term of the voucher will remain the same as the term that was first issued by the initiating PHA.

Administration of Portability Voucher

If AHS elects to administer the incoming Voucher, AHS will issue the family a "Portability" Voucher in accordance with its Subsidy Standards.

The in-coming family may only change the family composition prior to lease up in accordance with this Administrative Plan on "additions to family".

The family must submit a RFTA for an eligible unit to AHS (the receiving PHA) during the term of the receiving PHA's Voucher. AHS may grant extensions as prescribed within this Plan. **However, if the family decides not to lease in AHS' jurisdiction, the family must notify the initiating PHA to request an extension on the term of the Voucher.**

Absorption of Portability Voucher

AHS will absorb **ALL INCOMING** Housing Choice Vouchers (families) provided program funding is available. If AHS does not absorb the incoming Voucher, it will then administer the "Initial" PHA's Voucher. In either case, AHS policies will prevail in the administration of the incoming Voucher. Incoming portability family's are not subject to "domicile" requirements since AHS will be the receiving PHA.

Income and TTP of Incoming Portables

[24 CFR § 982.353(d)]

As the receiving PHA, AHS will conduct a recertification interview but will only verify the information if the documents provided are over 60 days old or there has been a change in the family's circumstances whichever is applicable. If AHS conducts a recertification of the family, it will not cause a delay in the issuance of a Voucher. **If the family's income is such that a zero (\$0) subsidy amount is determined prior to leasing in AHS' jurisdiction, AHS will not enter into a HAP contract on behalf of a family who will receive no rental assistance from the program.**

Requests for Tenancy Approval (RFTA)

When the incoming family submits a RFTA, it will be processed using AHS' policies. If the Family is successful and executes a Lease, AHS will notify the "Initial" PHA within 30 days, and the billing process will commence immediately.

If AHS denies assistance to the family, AHS will notify the "Initial" PHA within 30 days and the family will be offered a review or informal hearing as provided for in this Plan.

Terminations

AHS will notify the "Initial" PHA in writing of any termination of assistance within 30 days of termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by AHS, using the regular hearing procedures prescribed in this Plan. A copy of the hearing decision will be furnished to the "Initial" PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the "Initial" PHA notifies AHS that the Family is in arrears or the Family has refused to sign a Repayment Agreement, AHS will terminate assistance to the family.

Required Documents

As the Receiving PHA, AHS will require the documents listed on the HUD Portability Billing Form from the "Initial" PHA to include the following.

1. A copy of the family's Housing Choice Voucher, to include issue and expiration dates, formally acknowledging the family's ability to move under portability;
2. Form HUD-52665 Portability and the most recent Form HUD-50058

3. Declarations of U.S. Citizenship/Alien Status.
4. Income Verifications

Billing Procedures

As the Receiving PHA, AHS will bill the “Initial” PHA monthly for Housing Assistance Payments, including Administrative Fees and for any other Special Claims in accordance with HUD PIH Notice 2004-12.

AHS **will bill** 100% of the Housing Assistance Payment, 100% of any Special Claims and 80% of the Administrative Fee (at the “Initial” PHA's rate) including any other HUD-approved fees, for each "Portability" housing choice voucher leased as of the effective date of the HAP Contract.

AHS will notify the “Initial” PHA of changes in subsidy amounts and will expect the “Initial” PHA to notify AHS of changes in the Administrative Fee amount to be billed.

F. OUTGOING PORTABILITY

AHS will provide pre-portability counseling for the family by providing the following information:

1. AHS will notify the Receiving HA that the family wishes to relocate into its jurisdiction.
2. AHS will advise the family how to contact and request assistance from the receiving HA.
3. Determine if the receiving PHA will absorb the family;

AHS will provide the following documents and information to the Receiving PHA in accordance with HUD PIH Notice 2004-12:

1. A copy of the family's Housing Choice Voucher, with issue date and expiration date, formally acknowledging the family's ability to move under portability.
2. The most recent forms HUD-50058, HUD-52665 and income verifications.
3. Declarations and verifications of U.S. Citizenship/Alien Status.

The Receiving PHA must notify AHS within 10 of having executed a HAP Contract of the following:

1. If the Receiving HA decides to absorb the family into their own program.
2. If the family leases up or fails to submit a Request for Tenancy Approval within the required 60 days.
3. If assistance to a family has been terminated by Receiving PHA.
4. If the family requests to move to an area outside the Receiving PHA's jurisdiction.

Payment to the Receiving PHA

Payments for families in other jurisdictions will be made to other PHA's when billed or in accordance with other HUD approved procedures for payment. When billed, AHS will reimburse the Receiving PHA for 100% of the Housing Assistance Payment, 100% of the Special Claims if any, and 80% of the Administrative Fee (at the “Initial” PHA's rate), and any other HUD- approved fees.

PART XII

CONTRACT TERMINATIONS

INTRODUCTION

AHS understands that in order to preserve the integrity of the Section 8 Housing Choice Voucher Program, it is important that our families abide by their family obligations and lease agreements. It is also essential that participating landlords comply with their obligations under the terms of the Housing Assistance Payments (HAP) Contract. This PART describes the circumstances under which the contract can be terminated by AHS and the owner, and the policies and procedures that govern terminations.

A. CONTRACT TERMINATION

[24 CFR § 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and AHS may be terminated by AHS, or by the owner or by the tenant terminating the lease.

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

If the family continues to occupy the unit after the HAP contract is terminated, **the family is responsible for the total amount of rent due to the owner**. Under the terms of the contract, owners will have no rights to claim compensation from AHS for vacancy loss.

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

B. TERMINATION BY THE FAMILY: FAMILY MOVES (RELOCATIONS)

[24 CFR § 982.314 (c)(2)]

If the family moves from the assisted unit without proper notice to the landlord and AHS.

If the Family moves from the Contract unit in violation of the Lease or for any other reason, the Housing Authority will not make any housing assistance payment to the owner for any month after the month when the family moves out.

C. TERMINATION BY THE OWNER: EVICTIONS

[24 CFR § 982.310, 982.455]

The owner **MUST** only terminate the lease in accordance with the provisions of the lease and HUD requirements, as well as State/local laws. The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, on or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to tenant. The owner must provide AHS with a copy of the termination or eviction notice immediately after serving the tenant family with the notice. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

During the term of the lease, including the initial term and any extensions, the owner may **ONLY** terminate tenancy for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease. A serious or repeated violation includes, but is not limited to, failure to pay rent or other amounts due under the lease;
2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises;

3. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises;
4. Any violent criminal activity on or near the premises by the tenant, household member, or guest, or any such activity on the premises by any person(s) under the tenants control;
5. Any drug-related criminal activity or alcohol abuse by household members on or near the premises and threatens the health, safety, or right to peaceful enjoyment of the premises by residents, or any such activity on the premises by any person(s) under the tenants control;
6. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug threatens or interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or by other residents in the neighborhood;
7. Fleeing by any household member to avoid prosecution, or custody or confinement after conviction for a felony or attempt to commit a felony; or
8. Violation by any household member of a condition of probation or parole under federal or state law; or
9. Other good cause, including, but not limited to:
 - Family history of disturbance of neighbors, destruction of property, or
 - Behavior resulting in damage to the premises, including housekeeping habits.

NOTE: Tenancy will not be terminated if the criminal activity is related to an act of domestic violence, dating violence, or stalking against the applicant, voucher holder or any member of the applicant/voucher holder's household. The Owner MUST take the necessary steps to bifurcate the perpetrator from the lease in order to protect the victim(s) of domestic violence, dating violence, or stalking.

The owner may terminate tenancy for the above listed criminal activity by any household member, regardless of whether the household member has been arrested or convicted for such activity.

During the initial lease term, the owner may not terminate the tenancy for "other than good cause" unless the owner is terminating the tenancy because of something the family did or failed to do.

The following are examples of reasons that are NOT grounds for termination of tenancy by the owner during the initial lease term:

1. Business or economic reasons:
2. Owner's desire to use the unit for personal or other use;
3. Family's failure to accept offer of a new lease or lease revisions.

After the initial lease term the owner **MAY** terminate for the aforementioned reasons.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, AHS must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

If eviction action is finalized in court, the owner must provide AHS with a copy of the Writ of Restitution, including notice of the lock out date.

NOTE: Section 8 program tenants evicted by a participating landlord through a court action and who are issued a “JUDGMENT FOR RESTITUTION”, or who move voluntarily after receiving a Notice of Proposed Termination of Tenancy (Breach of Lease Agreement), shall **NOT** be eligible for housing assistance under the Section 8 rental housing assistance programs for up to three (3) years from the effective date of the JUDGMENT and/or NOTICE.

AHS must continue making housing assistance payments to the owner in accordance with the HAP Contract as long as the tenant continues to occupy the unit and the contract is not violated. **By endorsing the monthly check from AHS, the owner certifies that the tenant is still in the unit and that the tenant is in compliance with the lease and the owner with the contract.**

D. TERMINATION OF THE HAP CONTRACT BY AHS

[24 CFR § 982.404 (a), § 982.453, § 982.454, § 982.552 (a)(3)]

The HAP contract terminates automatically under the following conditions:

1. The family moves from the dwelling unit with or without notice;
2. AHS terminates program assistance for the family;
3. The owner or family terminates the lease;
4. The owner evicts the family;
5. Six months (180 days) elapses since the last housing assistance payment to the owner; or
6. The owner has breached terms of the HAP contract.

The following will be considered a breach of contract:

1. The owner has violated any obligation under the HAP Contract -Section 8 of the 1937 Act (42 U.S.C. 1437f) for the dwelling unit including the owner's obligation under the HQS standards, including any standards the HA has adopted in this policy.
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
3. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
4. The owner has engaged in drug-related criminal activity.
5. If the owner has committed any violent criminal activity.
6. The owner neglects to collect a tenant's portion as required by the HAP contract, but yet continues to cash HAP payments without certifying that the tenant is still living in the unit.

Overpayment to owner

If AHS determines that the owner is not entitled to the housing assistance payment AHS, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 HAP contract).

AHS may also terminate the HAP contract if:

1. AHS terminates assistance to the family.
2. AHS has insufficient funds under the consolidated ACC to continue assistance.
3. If six months (180 days) have passed since the last housing assistance payment to the owner.

Notices of Termination

AHS shall provide the owner with at least thirty days written notice of termination (although payment may be abated prior to the thirty days) of the HAP contract, except when the HAP Contract is terminated because owner fails to address emergency HQS violations, in these instances, AHS shall terminate the HAP contract immediately.

PART XIII

DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR § 5.902, 5.903, 5.905, § 982.4, 982.54, 982.552, and 982.553]

INTRODUCTION

AHS will deny or terminate assistance to a family because of the family's action or failure to act. AHS will provide families with a written description of "Obligations of the Family" under the program, the grounds under which AHS will terminate assistance and procedures for requesting an informal hearing. This PART describes when AHS may be required to deny or terminate assistance, including AHS' policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

Administration

All termination of assistance procedures shall be administered fairly and impartially and in such a way as not to violate an individual's right to privacy or to discriminate on the basis of race, color, nationality, religion, familial status, disability, sex, sexual orientation, or any other legally protected group.

This policy will be posted on AHS' Customer Bulletin Board and copies made readily available to both applicants, participants and the general public upon request.

A. GROUNDS FOR DENIAL/TERMINATION

[24 CFR § 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability and AHS is aware of the disability, AHS will delay the denial or termination in order to determine if there is an accommodation that would alter the negative behavior resulting from the disability.

Form of Denial/Termination

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

1. Denial of placement on AHS waiting list
2. Denial or withdrawal of a housing choice voucher
3. Refusal to enter into a HAP contract or approve a lease
4. Refusal to process or provide assistance under portability procedure

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

1. Refusal to enter into a HAP contract or approve a lease
2. Termination of housing assistance payments under an outstanding HAP contract
3. Refusal to process or provide assistance under portability procedures

Mandatory Termination

[24 CFR § 982.54(d), § 982.552(b), § 982.553(a)(b)]

Housing Choice Voucher Program rules require AHS to deny admission or terminate assistance to a participating family if:

1. Any member of the family fails to sign and submit consent forms required for obtaining information on family status as part of any reexamination conducted by AHS;

2. Any family member fails to declare citizenship or provide documentation of eligible immigration status within the prescribed timeframes and extensions; or
3. The family is evicted from ***housing assisted under the program*** for serious violation of the lease. ***Serious violations of the lease include, but are not limited to the following:***
 - a) For engaging in drug-related and/or violent criminal activity, abuse of alcohol, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment by other residents and persons residing in the immediate vicinity of the premises, or for acts of fraud, bribery or any other criminal acts in connection with the program as stated in form HUD-52646, Voucher, Part D, Sections 5 and 6; or
 - b) For violations of non-payment of tenants portion of the rent and where the owner petitions and receives from the Court a “Writ of Restitution” for the non-payment of rent; or
 - c) For “property damage” (***i.e., other than damage from ordinary wear and tear***) caused by a household member or any guest authorized or unauthorized by the family in excess of the Security and Damage Deposit held by the owner of an assisted unit, and **where the owner petitions and receives from the court a “Writ of Restitution” for property damages.**
4. The family is under contract and 180 days have elapsed since the last Housing Assistance Payment was made on their behalf.

Termination for Family Action or Failure to Act

[24 CFR § 982.552(c)]

AHS may terminate assistance because of the participating family’s action or failure to act. In addition, AHS may terminate assistance by refusing to enter into a HAP contract or approve a request for tenancy, terminating housing assistance payments under an outstanding HAP contract, or refusing to process or provide assistance under portability procedures.

AHS may terminate assistance for the following reasons:

1. If the family violates any family obligation under the program identified in 24 CFR § 982.551 and 982.552;
2. Any member of the family has committed fraud, bribery, or other corrupt or criminal act related to federal housing programs;
3. Any member of the family has been evicted from federally assisted housing in the last five years;
4. Family currently owes monies to AHS or to another PHA for amounts in connection with the Housing Choice Voucher program or Public Housing assistance program;
5. Family is in breach of a repayment agreement with any PHA including AHS;
6. Family violates AHS’ policy on absence from unit;
7. AHS or any other PHA has terminated assistance under the program for any other member of the family;
8. Family has threatened or engaged in abusive or violent behavior toward AHS personnel;
9. If a family participating in the FSS program fails to comply, without good cause, with the family’s FSS Contract of Participation.

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

"Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse to an AHS employee will always be cause for termination.

Hearing Opportunity

Prior to terminating assistance, however, AHS will give the family the opportunity to request an informal hearing as prescribed in this Plan.

B. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR § 5.514, 516 and 518]

An applicant or a participating family where **ALL** household members are neither U.S. Citizens nor eligible alien immigrants is not eligible for assistance and **MUST** have their assistance terminated. AHS will offer the family the right to a hearing. In any event, assistance **MAY NOT** be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Citizenship/Immigration Alien Status Information

When AHS has clear and concrete evidence or substantial documentation, such as a permanent resident card or information from another agency, that contradicts the Declaration of Citizenship made by an applicant or program participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, AHS will provide them with an opportunity to provide a new "Declaration" as an eligible immigrant or an opportunity to elect not to contend their status.

AHS will then verify eligible status, deny, terminate, or pro-rate as applicable. In either case, AHS will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination of Assistance

If the family (or any household member) claimed eligible immigrant status and the Immigration and Naturalization Service (INS) primary and secondary verifications failed to document the status, the family may elect to appeal to the INS and request a hearing with AHS either after the INS appeal or in lieu of the INS appeal.

Upon AHS making a determination of ineligibility, the family will be notified of the determination and the reasons and will be informed of the option for pro-rated assistance (if applicable).

C. FAMILY OBLIGATIONS

[24 CFR § 982.551]

1. Supply any information that AHS or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify Social Security Numbers (as required under 24 CFR § 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR § 5.230.
3. Supply any information requested by AHS to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify AHS in writing when the family is away from the unit for thirty days or longer.
5. Allow AHS to inspect the unit at reasonable times and after reasonable notice.
6. Notify the owner and AHS before the family moves out of the unit or terminates the lease.

7. Use the assisted unit for residence only by the approved family, and the unit must be the family's only residence.
8. Promptly (within ten days) notify AHS in writing of the birth, adoption, or court-awarded custody of any child.
9. The family must request AHS approval to add any other family member, or person as an occupant of the unit.
10. The family must promptly (within ten days) notify AHS if any family member or person no longer resides in the unit.
11. Give AHS a copy of any owner eviction notice within ten days.
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease
13. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are approved by the owner and incidental to primary use of the unit as a residence by members of the family.

The Family (including each member) must not:

14. Own or have any interest in the unit. (other than a coop, or the owner of a manufactured home leasing a space)
15. Commit any serious or repeated violation of the lease.
16. Commit fraud, bribery or any other corrupt or criminal act in connection with the Housing Choice Voucher Program.
17. Engage in drug-related criminal activity or violent criminal activity. Or any criminal activity, including alcohol abuse, that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
18. Sublease or let the unit or assign the lease or transfer the unit.
19. Damage the unit or premises (other than from normal wear and tear) or permit any guest to damage the unit or premises.
21. Rent from a relative (except as a reasonable accommodation for a disabled family).
22. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any other Federal, State or local housing assistance program.

Enforcing Family Obligations

AHS shall enforce "Family Obligation" requirements as required under federal regulations, specifically 24 CFR 982 and the termination of assistance policies provided for in the Rental Assistance Housing Programs Administrative Plan.

Explanations and Terms

The term "Promptly" when used with the Family Obligations means "within 10 days." Denial or termination of assistance is always optional except where this Plan or the program regulations state otherwise.

Notification of Eviction

If the family requests assistance to move and they did not notify AHS of an eviction within 10 days of receiving a landlord's Notice of Lease Termination and/or Eviction Notice, the move will be denied.

Business Use Limitations of Dwelling Unit

Families using portions of the dwelling unit to engage in legal business activities must insure that critical living areas, such as bedrooms, are available for use by household members at all times. The failure to maintain total access to these living areas will be considered a violation of program requirements. If AHS determines that the use of the dwelling unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If AHS determines that the business activity is an illegal business activity, such activity will be considered a program violation.

Occupancy of Owner in Unit

The owner may not reside in the assisted unit.

Fraud

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

Notice of Termination of Assistance

Once AHS makes a determination to terminate assistance to the family, AHS **must** give the family written notice that states:

- The reason(s) for the proposed termination;
- The effective date of the proposed termination;
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance;
- The date by which a request for an informal hearing must be received by AHS.

AHS will simultaneously provide written notice of the contract termination to the owner. The Notice to the owner **will not** include any details regarding the reason for termination of assistance.

D. TENANCIES WITH ZERO (\$0) ASSISTANCE

[24 CFR § 982.455(a)]

The family may remain in the unit at zero -\$0- assistance for up to 180 days after the renewal of the last HAP or the interim rent change that brought about the -\$0- assistance. If the family is still in the unit after 180 days, the HAP assistance will be terminated accordingly. If anytime within the 180 days, an increase in contract rent by the owner or a decrease in Total Tenant Payment causes the family to be eligible once again for housing assistance payments, AHS will then resume the family's assistance payments

After AHS has made a determination of ineligibility, the family will be notified of the determination in writing and the reasons and informed of the option.

E. AHS OPTION NOT TO TERMINATE FOR MISREPRESENTATION

[24 CFR § 982.551, 552(c)]

If the family has misrepresented any facts that caused AHS to overpay assistance, AHS may choose not to terminate and may offer to continue assistance provided the family executes a "Repayment Agreement" and makes restitution in accordance with the terms of the agreement or reimburses AHS' in full within 30 calendar days of the overpayment determination.

F. MISREPRESENTATION IN COLLUSION WITH OWNER

[24 CFR § 982.551, 552(c)]

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

G. MISSED APPOINTMENTS AND DEADLINES

[24 CFR § 982.551 & 552(c)]

It is a Family Obligation to supply information, documentation, and certification as needed for AHS to fulfill its responsibilities. AHS schedules appointments and sets deadlines in order to obtain the required information.

The obligations also require that the family allow AHS to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an office appointment, or to supply information required by a deadline without notifying AHS may be sent a Notice of Denial or Termination of Assistance for failure to provide required information.

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

1. Eligibility for Admissions
2. Verification Procedures
3. Housing Choice Voucher Issuance and Briefings
4. Housing Quality Standards and Inspections
5. Re-certifications
6. Appeals

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

1. Medical emergency
2. Family emergency

In either case documentation of the emergency will be required

Procedure when Appointments are Missed or Information not Provided

When Appointments are missed and/or Information not provided a letter will be sent to the tenant (cc. to the landlord) that specifies what is required and a deadline for completion, the letter also includes a termination date (at least 30 days from the date of the letter) for the Housing Choice Voucher and HAP Contract.

PART XIV

DENIAL or TERMINATION of ASSISTANCE DRUG-RELATED & OTHER VIOLENT CRIMINAL ACTIVITY

In our continued efforts to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents and as required by 24 CFR 982, Subpart L and 24 CFR Part 5, Subpart J, AHS will endeavor to screen applicants as thoroughly and fairly as possible for drug-related, and/or violent criminal behavior, including alcohol abuse resulting in violent criminal activity. AHS will perform a criminal background check on all new applicants and adult family members 18 years of age or older. Applicants or any adult household member(s) for whom there is a preponderance of evidence for the use of or distribution of illegal drugs, or for violent criminal activity, or criminal activity associated with alcohol abuse, the applicant family **WILL NOT BE ELIGIBLE FOR ADMISSION or CONTINUED PARTICIPATION.**

A. DEFINITIONS

The following HUD definitions are hereby incorporated into this policy for clarity purposes:

- ❑ **Covered person**, for purpose of 24 CFR 960 and 982 and this subpart, means an applicant, a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
- ❑ **Drug-related criminal activity** is the illegal manufacture, sale, distribution, use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- ❑ **Violent criminal activity** includes 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.
- ❑ **Guest**, for purposes of this subpart and 24 CFR 5, subpart A and 24 CFR 960 and 982, means a person temporarily staying in an assisted unit with the consent of an assisted tenant or other family member who has express or implied authority to so consent on behalf of the tenant. The requirements of 24 CFR Part 960 and 982 also applies to a guest as so defined.
- ❑ **Household**, for the purposes of 24 CFR 960 and 982 and this policy subpart, means the family and PHA-approved live-in aide.
- ❑ **Other person under the tenant's control**, for the purposes of the definition of covered person and for 24 CFR 5, 960 and 982 and for this subpart, means that the person, although not staying as a guest (as defined above) 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 commercial purposes is not necessarily under the tenant's control.

B. SCREENING for DRUG-RELATED or VIOLENT CRIMINAL ACTIVITY

AHS will endeavor to screen participants as thoroughly and fairly as possible for drug-related and/or violent criminal activity. Such screening will apply to any adult family member of the household 18 years of age or older.

C. TERMINATION OF ASSISTANCE (Drug-Related and/or Violent Criminal Activity) [24 CFR 982-553]

AHS will terminate the Housing Assistance where there is a preponderance of evidence for illegally using or distributing a drug or violent criminal behavior or other criminal behavior brought about because of alcohol abuse. AHS will also deny participation to applicants or current program participants for the following reasons:

1. **Manufacturing Methamphetamine** AHS will **permanently deny** participation in the Section 8 HCV program, if there is a preponderance of evidence that the applicant or any covered person is involved in

manufacturing or producing methamphetamine on the premises of any federally assisted housing in violation of any federal, state or local law.

2. **Violent Criminal Activity** Violent criminal activity within the past three (3) years. This includes a current participant, their household members or guests who have been or were previously involved in criminal activity that has one of these elements, the use, attempted use or threatened use of physical force against another person(s), to include domestic violence, and that there is a preponderance of evidence to support this.
3. **Convicted or Evicted for Drug-Related and/or Violent Criminal Activity** Any current program participants will be terminated if they, or any household member or guests were evicted from a **federally assisted housing unit or housing program** due to drug-related or violent criminal activity.

NOTE: After being issued Section 8 Housing Choice Voucher the family violates the lease with a landlord due to violent criminal activity; AHS will terminate the Housing Choice Voucher. AHS will not deny the applicant/voucher holder, if the criminal activity is related to an act of domestic violence, dating violence, or stalking and the applicant/voucher holder or other household member was the victim of the domestic violence, dating violence, or stalking.

D. DENIAL OF ASSISTANCE for SEX OFFENDERS

AHS will deny admission/assistance if any member of the household is subject to lifetime registration requirements under a State Sex Offender Registration Program, which includes minors 13 to 17 years of age. In screening applicants, AHS will perform the required “criminal history background checks” to determine whether any household member is subject to the lifetime sex offender registration requirement

AHS will also deny admission/assistance if any household member is subject to a New Mexico State 10 year or 20 year sex offender registration program.

E. NOTICE of DENIAL and TERMINATION of ASSISTANCE

In cases where AHS decides to terminate housing assistance to the family associated with drug-related and/or violent criminal activity, AHS will give the applicant or participating family a written notice that will include the following:

- The reason(s) for the proposed denial or termination;
- The effective date of the proposed termination (participating families only);
- The family’s right(s), should they disagree with the denial or termination of assistance determination, to request either an informal or formal hearing to be held before any termination; and
- The date by which a “Request for Hearing” must be received by AHS.

F. REQUIRED EVIDENCE

AHS may pursue fact-finding efforts as needed to obtain credible evidence. But, in any case, AHS will terminate assistance for criminal activity by a head of household, household member or guest as described herein, if AHS determines, based on a preponderance of the evidence, that the person has engaged in the activity, regardless of whether or not the household member has been arrested or convicted for such activity.

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

G. RIGHT to INFORMAL HEARING

Applicants denied Section 8 housing assistance based on drug-related, violent or other criminal activity, may dispute the information revealed in the criminal summary history information or the determination made by AHS and request an “informal hearing as provided for in this Plan. The burden of proof as to the accuracy or validity of the disputed criminal summary history information lies with the applicant.

H. CONFIDENTIALITY of CRIMINAL RECORDS

AHS will make every effort to ensure that any criminal records or reports received will be maintained confidential, and not misused or improperly disseminated and will be destroyed once the purpose for which it was requested is accomplished. **Any misuse of the information contained in any criminal records by an employee of AHS will be grounds for termination of employment.**

In the event, the family is determined eligible for initial or continued assistance, any criminal record and/or report(s) will be destroyed or shredded as soon as the information is no longer needed for eligibility or continued assistance determination(s).

In the event, the family’s assistance is denied or terminated for reasons stated above; AHS will shred the records in the same manner as stated above. AHS staff will document in the applicant’s or participating family’s case file the circumstances of the criminal report.

PART XV

OWNER DISAPPROVAL AND PARTICIPATION RESTRICTIONS

[24 CFR § 982.54, § 982.306, and § 982.453]

INTRODUCTION

It is the policy of AHS to recruit owners to participate in the program, and to provide owners with prompt, courteous and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of AHS. The regulations define when AHS must disallow an owner participation in the program, and they provide AHS discretion to disapprove or otherwise restrict the participation of owners in certain categories. This PART describes the criteria for owner disapproval, and the various penalties for owner violations.

A. TERMINATION/DISAPPROVAL OF OWNER

[24 CFR 982.306, 982.54 (d)(8)]

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

AHS will disapprove owner participation for the following reason(s):

1. HUD or other agency directly related has informed AHS that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
2. HUD has informed AHS that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such actions are pending.
3. HUD has informed AHS that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
4. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Housing Act (42 U.S.C. 1437f).
5. The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
6. The owner has engaged in drug-related or violent criminal activity.
7. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
8. The owner has a history or practice of renting units that fail to meet State or local housing codes.
9. AHS may consider termination if the owner has not paid State or local real estate taxes, fines or assessments.
10. The owner has a history or practice of **failing** to terminate tenancy of families of units assisted under rental assistance programs, including the Housing Choice Voucher Program, for activity by the tenant, any household member, a guest or other person(s) under the control of any household member that has:
 - Threatened the right to peaceful enjoyment of the premises by other residents;
 - Threatened the health, safety of other residents in the immediate vicinity of the premises, of AHS employees, or of the owners employees, or other persons engaged in management of the premises; or
 - Been arrested or convicted for drug-related and/or violent criminal activity.

Once AHS has determined that any one of the above violations has occurred, AHS will give the owner proper written notice of termination of the Housing Assistance Payments Contract and an explanation for the termination. A copy of the notice will be given to the tenant for possible relocation if they wish to continue receiving assistance elsewhere. *No appeal rights are available to owners under this Part.*

B. OWNER RESTRICTIONS AND PENALTIES

[24 CFR § 982.453]

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

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

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

AHS will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to reimburse AHS, as applicable.

PART XVI

OWNER OR FAMILY DEBTS TO AHS

INTRODUCTION

This Part describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is AHS' policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain the required documentation to support AHS' claim that the debt is owed. The file must further contain written documentation of the method of calculation in a clear format for review by the owner, the family, AHS management, or other interested parties.

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

1. Request 100% repayment;
2. Enter into Repayment Agreements;
3. Abatements or wage garnishments;
4. Collection agencies;
5. Credit bureaus;
6. Income tax off-set programs; and
7. Civil suits

A. REPAYMENT AGREEMENT FOR FAMILIES

[24 CFR § 982.552(c)(v-vii)]

The "Repayment Agreement" is a promissory note between the person(s) who owes the debt and AHS and is the primary instrument used by AHS in its efforts to collect monies owed by program participants. It contains more details than the customary promissory note regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, including the remedies available to AHS upon default of the agreement by the family. AHS may also pursue court action, if necessary, to collect any delinquent repayment accounts.

AHS' will prescribe the terms of the "repayment agreement", including determining whether or not to enter into a "repayment agreement" with the family based on the circumstances surrounding the debt to AHS.

Family Error/Late Reporting

Families who owe money to AHS due to the family's failure to report increases in income will be required to repay in accordance with the guidelines set forth in this Plan.

The circumstances under which AHS will not enter into a "repayment agreement" include the following:

1. If the family already has already had one "Repayment Agreement"
2. AHS determines based on available information that the family knowingly and willfully committed program fraud; or
3. The debt amount is greater than \$5,000 and the family is unable to buy-down any amount over the \$5,000.

B. TERMS and CONDITIONS

The following defines terms, conditions and limitations associated with any "Repayment Agreements".

Maximum Repayment Amount

The maximum amount for which AHS will enter into a “repayment agreement” with an assisted family is **\$5,000**.

Maximum Term

The maximum term allowed for repayment is thirty-six (36) months for repayment agreements that are \$3,000 to \$5,000. Repayment agreements under \$3,000 cannot exceed twenty-four (24) months.

NOTE: Any indebtedness that exceeds \$5,000 will result in termination of housing assistance and the Housing Choice Voucher. To avoid termination, the family may “Buy Down” the debt to the maximum \$5,000 or less. If a family is unable to buy down the debt to the \$5,000 level, the family’s Section 8 assistance WILL BE terminated and the debt will be sent to collections. AHS will provide the required 30 days notice to both the tenant family and the property landlord. The family will have the right to request a review as provided for under this Plan.

Initial Payment Amount

An initial payment of 20% of the total amount owed under a “repayment agreement” will be required. **The Rental Assistance Housing Program Manager shall have the discretion to waive or lower the 20% initial payment amount in cases where a family claims financial hardship. A family requesting a financial hardship waiver must provide documented evidence of financial hardship at the time the request is made by the family.**

Maximum Number of Repayment Agreements Permitted

No more than one “repayment agreement” will be permitted per assisted household. with the agreement not to exceed a maximum amount of \$5,000.

Lump-Sum Payments

Lump-sum (e.g., one-time) payments will not count towards the one maximum “repayment agreement” permitted before termination of assistance is triggered.

Indebtedness Greater Than \$5,000

If the indebtedness is greater than \$5,000, the debt will be automatically referred to the Office of Inspector General, U.S. Department of Housing and Urban Development (HUD), Washington, D.C. 20410-5000. The HUD Inspector General will investigate the case for possible criminal prosecution.

Late Payments

A “repayment agreement” will be considered in arrears if the payment has not been received by the close of the business day ten (10) days after the due date of the payment. If the family’s “repayment agreement” is in arrears, AHS may:

1. Require the family to pay the balance in full;
2. Pursue civil legal collection of the balance due;
3. Terminate housing assistance, including the Housing Choice Voucher; and/or
4. Grant an extension of up to five days in cases of financial hardship

Hardship Extension Approval/Disapproval Related to Repayment Agreements

In cases of financial hardship, a family must provide concrete evidence and documentation verifying financial hardship. The Rental Assistance Housing Program Manager shall have the discretion to determine hardship and approve or disapprove extensions. (For example, if a family has recently experienced a death of a household member or medical

emergency that has put a significant drain on their finances and the family can provide documented evidence to this effect, AHS **may** consider this to fall under “financial hardship” and **may** approve an extension to the agreement.)

Repayment Agreements and Tenant Relocation Requests

If a family is requesting to move/relocate to another Section 8 assisted unit, the balance of any “repayment agreement” **must be PAID-IN-FULL before relocation with assistance** will be permitted by AHS.

If owner gives a notice of lease termination to the assisted family for whatever reason(s), and the family intends to move/relocate with assistance, the “repayment agreement” must be current before relocation is permitted by AHS.

If a tenant is wanting to Port, the debt must be paid in full even if the landlord gave the tenant notice to move.

C. DEBTS OWED FOR CLAIMS

[24 CFR § 792.103, § 982.552 (c) (v-vii)]

If a family owes money to AHS for claims paid to an owner on their behalf, AHS will review the circumstances resulting in the payment of a claim to an owner and decide whether the family must reimburse the full amount owed. AHS may then enter into a “Repayment Agreement” with the family.

D. DEBTS DUE TO FRAUD

[24 CFR § 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that: Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

If AHS determines that the family committed fraud, the Housing Assistance Payments Contract will be terminated and the Housing Choice Voucher will be terminated. AHS will provide the required 30 days notice to both the family and the owner. The family will have the right to request a hearing for termination of the Housing Choice Voucher for fraud, **but a repayment agreement (if allowed) will need to be signed and the debt paid** separate from the hearing for termination for fraud.

E. OWNER DEBTS TO THE AHS

[24 CFR § 982.453 (b)]

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

If future housing assistance payments are insufficient to reclaim the amounts owed, AHS will:

1. Require the owner to pay the amount in full within 30 days;
2. Pursue collections through the local court system;
3. Restrict the owner from future participation.

F. DEBT WRITE-OFFS

Debts will be written off, only to the extent permitted by federal or local rules and regulations, if:

1. The debtor's whereabouts are unknown and the debt is more than one year old.
2. A determination is made that the debtor is judgment proof.
3. The debtor is deceased.
4. The debtor is confined to an institution indefinitely or for more than one year.
5. The amount is less than \$500 and the debtor cannot be located.

PART XVII

COMPLAINTS, APPEALS AND INFORMAL REVIEWS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of AHS. This PART describes the policies, procedures and standards to be used when families disagree with an AHS decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of AHS to ensure that all families have the benefit of all protections due to them under the law.

AHS will provide a copy of the Informal Hearing procedures in the family briefing packet at the time of initial issuance of a Housing Choice Voucher and upon the family's request.

A. COMPLAINTS

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

Categories of Complaints

Complaints from Families

When a family disagrees with an action or the inaction of AHS or owner, these complaints will be referred to the Housing Services Specialist assigned to their case.

Complaints from Owners

When an owner disagrees with an action or the inaction of AHS or a family, these complaints will be referred to the Section 8 Housing Services Specialist.

Complaints from the General Public

Complaints or referrals received from persons in the community in regards to AHS, an assisted family, or a participating owner will be referred to the Section 8 Housing Services Specialist. If the complaint cannot be resolved at that level, the complaint will be referred to the Rental Assistance Housing Program Manager.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR § 982.54 (d)(12), and § 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract.

The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When AHS determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain the following:

1. The reason(s) they are ineligible,
2. The procedure for requesting a review if the applicant does not agree with the decision, and;
3. The time limit for requesting a review

AHS must provide applicants with the opportunity for an Informal Review of decisions denying:

1. Qualification for preference

2. Placement of applicant on AHS's waiting list
3. Issuance of a Housing Choice Voucher
4. Participation in the program

Informal Reviews are not required for established policies and procedures and AHS determinations such as:

1. Discretionary administrative determinations by AHS
2. General policy issues or class grievances
3. A determination of the family unit size under AHS subsidy standards
4. Refusal to extend or suspend a Housing Choice Voucher
5. Determination not to grant approval of a tenancy
6. Determination that the unit is not in compliance with HQS
7. Determination that unit is not in compliance with HQS due to family size or composition

Procedure for Informal Review

A request for an Informal Review must be received **in writing** by the close of the business day, no later than 10 days from the date of AHS' notification of denial of assistance. The informal review will be scheduled within 30 days from the date the request was received.

The Informal Review may not be presided over by the individual who made or the person who approved the decision under review, nor a subordinate of that person.

The Informal Review (i.e., meeting) may be presided over by the Rental Assistance Housing Program Manager and/or his/her designee.

The applicant will be given the option of presenting oral or written objections to the decision. Both the AHS and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Informal Review findings will be provided in writing to the applicant within 10 days working days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

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

C. INFORMAL HEARING PROCEDURES

[24 CFR § 982.555 (a-f), § 982.54 (d)(13)]

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

1. The proposed action or decision determination by AHS;
2. The date the proposed action or decision will take place,
3. The family's right to an explanation of the basis for AHS decision;
4. The procedures for requesting an informal hearing, if the family disputes the action or decision;
5. Time limit for requesting the hearing;
6. To whom the request for hearing should be addressed; and
7. That the tenant has the right to review relevant documents.

AHS must provide participants with the opportunity to request in writing an Informal Hearing for decisions related to any of the following AHS determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment;
2. Appropriate utility allowance used from schedule;

3. Family unit size determination under AHS subsidy standards;
4. Determination to terminate assistance for any reason; or
5. AHS decision to terminate a family's FSS Contract or withhold supportive services, or propose forfeiture of the family's escrow account.

Informal Hearings are **not** required for established policies and procedures and AHS determinations such as:

1. Discretionary administrative determinations by AHS;
2. General policy issues or class grievances;
3. Establishment of AHS schedule of utility allowances for families in the program;
4. AHS determination not to approve an extension or suspension of the voucher term;
5. AHS determination not to approve a unit or lease;
6. AHS determination that an assisted unit is not in compliance with HQS (AHS must provide an opportunity for a informal hearing for family breach of HQS because that is a family obligation determination);
7. AHS determination that the unit is not in accordance with HQS requirement due to the family size;
8. AHS decision to exercise or not to exercise any right or remedy against the owner under a HAP contract.

Notification of Hearing

It is AHS' objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, AHS will ensure that applicants and participants will receive all of the protections and rights afforded by law and by the regulations.

If AHS receives a request for an informal hearing, AHS will forward the request to the AHS staff attorney. The staff attorney will then request a hearing date from the City of Albuquerque Hearing Officer, who will then schedule a hearing date as soon as feasibly possible.

At a minimum the notification of hearing from the Hearing Officer will include:

1. The date and time of the hearing;
2. The location where the hearing will be held;
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense,
4. The family's right to view any documents or evidence in the possession of AHS upon which AHS based the proposed action;
5. The family's right to obtain and make copies of the subject documents at their own expense. Any requests to make copies of subject documents must be received no later than five days prior to the hearing date.
6. Notice to the family that AHS may also request a copy of any documents or evidence the family proposes to use at the hearing and, that it must be received no later than 5 days before the hearing date by the family or their legal representative.

Hearing Scheduling and “No Show” Rescheduling Procedures

After a hearing date and time is agreed to by the parties and scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The Section 8 Rental Housing Program Supervisor may approve or disapprove the rescheduling of the hearing based on the “good cause” evidence provided by the family.

Family Informal Hearing Rights

During the informal hearing, the family will have the right to:

1. Present written or oral objections to AHS' determination;
2. Examine the documents in the file that are the basis for AHS's action, and all documents submitted to the Hearing Officer,
3. Copy any relevant documents at their expense,
4. Present any information or witnesses pertinent to the issue of the hearing;
5. Request that AHS staff be available or present at the hearing to answer questions pertinent to the case; and
6. Be represented by legal counsel, advocate, or other designated representation, at their own expense.

If the family requests copies of documents relevant to the hearing, AHS will make copies for the family. Under no circumstance will the family or their designated representative be permitted to remove the application or tenant file from AHS' offices.

In addition to other rights contained in this PART, AHS has a right to:

1. Present evidence and any information pertinent to the issue of the hearing;
2. Be notified if the family intends to be represented by legal counsel, advocate, or another party;
3. Examine and copy any documents to be used by the family prior to the hearing;
4. Be represented by its legal representative; and
5. Have staff persons and other witnesses familiar with the case present.

Focus of the Informal Hearing

At a minimum, the Informal Hearing shall focus on the following criteria:

- The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" include records and regulations.
- The Hearing Officer may ask the family for additional information and/ or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.
- The Hearing Officer will determine whether the action, inaction or decision of AHS is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to AHS and the family within 15 days and shall include:

1. A clear summary of the decision and reasons for the decision;
2. If the decision involves money owed, the amount owed, and;
3. The date the decision goes into effect.

AHS is not bound by hearing decisions:

1. Concerning matters in which AHS is not required to provide an opportunity for a hearing;
2. Which conflict with or contradict HUD regulations or requirements,
3. Which conflict with or contradict Federal, State, or local laws; or;
4. Which exceed the authority of the person conducting the hearing.

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

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"
 [24 CFR Parts 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the Immigration and Naturalization Service (INS) appeal.

Assistance to a family may not be terminated or denied while the AHS hearing is pending but assistance to an applicant may be delayed pending the AHS hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, AHS will notify the applicant or participant within 10 days of their right to appeal to the INS within 30 days or to request an informal hearing with AHS, either in lieu of, or subsequent to the INS appeal.

If the family appeals to the INS, they must give AHS a copy of the appeal and proof of mailing or AHS may proceed to deny or terminate. The time period to request an appeal may be extended by AHS for good cause.

The request for an AHS hearing must be made within ten business days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within ten business days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this Part for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members AHS will deny the applicant family.

If there are eligible members in the family, AHS will offer to prorate assistance.

All other complaints related to eligible citizen/alien immigrant status:

- 1) If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide the required documentation, then all family members will be denied or terminated for failure to provide documentation.
- 2) Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing regarding determinations of tenant rent.
- 3) Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any type of fraud.

E. MITIGATING CIRCUMSTANCES FOR APPLICANTS AND PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or AHS is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

PART XVIII

SPECIAL HOUSING TYPES

INTRODUCTION

As part of AHS' ongoing commitment to provide equal access through reasonable accommodations, for the elderly and disabled AHS will permit housing choice voucher's to be used in certain special housing types, specifically, congregate housing, group homes and shared housing. These three special housing types should provide "reasonable accommodations" for the elderly and disabled with special needs. In addition, AHS administers a Section 8 Single Room Occupancy (SRO) Program under an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD).

Federal housing quality standards (HQS) will apply to all specialized housing units and, it is understood that each special housing type identified has its own unique HQS requirements as well. These standards will be applied in accordance with state or local building code requirements or any facility state- licensing entity.

AHS shall adhere to the requirements under 24 CFR Subpart M – Special Housing Types in providing specialized housing type opportunities. This includes determination of payments standards for special housing types, any non-standard requirements for determining utility allowances, calculating HAP payment, or determining the reasonableness of the rent.

A. CONGREGATE HOUSING

Congregate housing provides elderly persons and/or persons with disabilities with semi-independent living options in facilities with shared central kitchen and dining area, while providing a private living area, i.e., living room, bedroom and bathroom. Food service is usually provided for residents of congregate housing. If a live-aide is needed in the congregate unit for a person with disabilities or frail elderly, AHS may approve the live-in aide **as a reasonable accommodation**.

Housing quality standards for the housing choice voucher program apply to congregate housing. A refrigerator of appropriate size is required in the private living area of each congregate housing resident. The shared kitchen and dining areas must meet all required HQS requirements as well.

B. GROUP HOMES

A group home is a state-licensed facility usually intended for occupancy by persons and/or person with disabilities, particularly, persons with mental and/or developmental disabilities. The group home must provide an assisted resident with a bedroom which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom and other appropriate social, recreational, or community space that are shared by all residents. No more than 12 persons may reside in the group home. This includes assisted or unassisted residents, and any authorized live-in aides. If a live-in aide is needed for an assisted resident, AHS may approve the live-in aide **as a reasonable accommodation**.

Housing quality standards for the housing choice voucher program apply to group homes and must have at least one bathroom with toilet, fixed basin with hot and cold running water and a shower or bathtub with hot and cold running water. No more than four residents can be required to share a bathroom.

C. SHARED HOUSING

AHS shall allow housing choice vouchers to be considered on a case by case basis for use in "shared housing" and only in conjunction with providing reasonable accommodation for the frail elderly and persons with disabilities. Normally, shared housing is a single housing unit, usually a single detached multi-bedroom dwelling and is occupied by an assisted person and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for the assisted person. **Under no circumstances may the assisted resident and the unassisted resident be related by blood or marriage.** AHS may approve a live-in aide **if needed as a reasonable accommodation to care for a person with disabilities.**

D. SINGLE ROOM OCCUPANCY (SRO)

Single-room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant, but requires the occupant to share sanitary and/or food preparation facilities. More than one person may not occupy SRO units. AHS through a contract with Transitional Living Services, Inc. currently provides housing assistance to twelve (12) eligible mentally and/or developmentally disabled individuals under the federal Section 8 SRO Program. This contract is renewable on a year-to-year basis provided funding is available through annual federal appropriations. For the exception of the contract with Transitional Living Services, Inc., there are no other contracted SRO facilities.

PART XIX

MONITORING PROGRAM PERFORMANCE

INTRODUCTION

AHS will measure the overall performance of administering the Rental Assistance Program(s). AHS will monitor program operations in several areas to identify management capabilities and deficiencies, improve current systems, and effectively identify program success. Through this process, AHS will ensure program integrity and accountability in the administration of Rental Assistance Programs by utilizing the following Section 8 Program Management Program (SEMAP) performance indicators.

The Section 8 Housing Program Coordinator/Supervisor is responsible for all Quality Control functions of the Rental Assistance Program(s), and shall have the primary responsibility for conducting performance and program integrity quality control monitoring activities. The Section 8 Housing Program Coordinator/Supervisor is required to provide the Rental Assistance Housing Program Manager with *quality control monthly reports* in a format acceptable to the manager.

The reports, at a minimum, will detail the individual file review and HQS field inspection findings, concerns, and recommended corrective actions and/or staff training needed, that will reduce staff file errors and field inspection HQS deficiencies and errors.

A. SEMAP PERFORMANCE INDICATORS

Indicator No. 1: Selection from the Waiting List

- The Intake/Admissions Supervisor will check 5% of total applicant files to determine the following:
 1. If families are being placed on the waiting list in compliance with admission policies in this Plan.
 2. Report Frequency - Semi-Annual (Due June 30 and December 31)

Indicator No. 2: Rent Reasonableness

- The Section 8 Housing Program Coordinator/Supervisor will review at least 2% of total files under contract to determine that:
 1. There are at least a minimum of two other comparable units,
 2. Owner is not charging more rent for other like units in the area, or other like units in the same complex, and
 3. Inspectors are properly certifying and documenting reasonableness on the RR Form.
 4. Report Frequency - Semi-Annual and Annually (Due June 30 and December 31).

Indicator No. 3: Determination of Adjusted Income

- The Section 8 Housing Program Coordinator/Supervisor will review at least 10% per month of all annual re-certification tenant files and 20% of all new admission and relocation files in order to:
 1. Comply with 3rd Party Verification regulations and AHS policies related to reported family income;
 2. Identify calculation errors affecting the TTP (positive or negative);
 3. Determine that correct “utility allowance” was used to calculate gross rent.

Indicator No. 4: Utility Allowance Schedule

- Rental Assistance Housing Program Manager or his/her designee will review utility rate data at least annually, and adjust the utility allowance if there is evidence that a change of at least 10% in utility rate has been experienced in the community since the last time the utility allowance schedule was revised.

Indicator No. 5: HQS Quality Control Inspections

- AHS will collect and analyze the following information annually
 1. The Section 8 Housing Program Coordinator/Supervisor will conduct random unit inspections of the required HUD “sample size”.
 2. Report Frequency - annual report will be submitted to the Rental Assistance Housing Program Manager.

Indicator No. 6: HQS Enforcement

- Refer to Part VIII, Housing Quality Standards and Inspection, specifically Subpart C, Emergency Inspections for AHS policy guidance related to procedures to address both standard HQS and life-threatening HQS deficiencies and remedies.

Indicator No. 7: Expanding Housing Opportunities

- This indicator requires AHS to adopt and implement a written policy to encourage participation by owners of units located outside poverty or minority concentration areas. The Rental Assistance Housing Program Manager will:
 1. Develop and maintain vacancy listings of available housing units located in outside areas of poverty and minority concentration within the greater Albuquerque and Bernalillo County metropolitan areas. These listing will be made available to all program participants upon request and at the Housing Choice Voucher Program Briefing Sessions.
 2. Monitor its performance through the collection of data that provides AHS success or failure for maintaining compliance with housing opportunities and mobility program requirements.

Indicator No. 8: Payment Standards

- This indicator determines whether AHS has adopted the appropriate “Payment Standards” schedule for the Housing Choice Voucher Program and that:
 1. They do not exceed 110 percent of the current applicable published Fair Market Rents (FMR) and which are less than 90 percent of the current applicable published FMR.
 2. The Rental Assistance Housing Program Manager will at least annually (e.g., by the month of October of each year) review and adjust the payment standard schedule accordingly, and upon publication of the new HUD published Fair Market Rents (FMR).

Indicator No. 9: Annual Reexaminations

- AHS will insure that all participating tenant families are reexamined at least annually for re-certification of eligibility and unit HQS compliance.
 1. The Section 8 Housing Program Coordinator/Supervisor will review at least 10% of the participant files reexamined each month to insure Housing Assistance Payments Contracts and Lease Agreements correspond, check completion dates of reexaminations and timeliness of payments.

Indicator No. 10: Correct Tenant Rent Calculations

This indicator requires accuracy of rent calculations. Refer to Indicator No.3

Indicator No. 11: Pre-Contract HQS Inspections

- The Section 8 Housing Program Coordinator/Supervisor will review inspection reports for 10% of all move-in files annually prior to filing away to insure that the unit passed inspection at the initial date of lease term.

Indicator No. 12: Annual HQS Inspections

- The Section 8 Housing Program Coordinator/Supervisor will review files to insure that HQS inspections are conducted annually *prior to renewing* HAP Contracts and Lease Agreements.
- Request For Tenancy Approval (RFTA) to HQS Inspection - AHS will measure the time interval from the time the RFTA is submitted by the family and the unit is inspected and approved.

Indicator No. 13: Lease-Up

- AHS will monitor to ensure that a maximum of 100% of Budget Authority and Voucher Utilization are maintained throughout the fiscal year, and will take the necessary steps to correct any adverse fluctuations in the utilization rates on a month-per-month basis.

Indicator No. 14: FSS Enrollment and Escrow Accounts

- The Section 8 Housing Program Family Self-Sufficiency (FSS) Program Coordinator will develop and maintain an acceptable FSS Program performance monitoring system that will at a minimum:
 1. Measure our success rate for filling our mandatory FSS slots and ensuring that at least 30% or more of our FSS families have escrow account balances;
 2. That these balances are audited at least annually to determine and certify their amount of accuracy.

GLOSSARY of TERMS

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations
CPI	Consumer Price Index
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act- SSA
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution (replace w/TTP)
GR	Gross Rent
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area

PHA	Public Housing Agency
PMSA	Primary Metropolitan Statistical Area
PS	Payment Standard
QC	Quality Control
RFTA	Request For Tenancy Approval
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Statistical Metropolitan Area (MSA)
TTP	Total Tenant Payment
TTR	Total Tenant Rent
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. DEFINITION OF TERMS IN SUBSIDIZED HOUSING

ABSORPTION - In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE") - Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an PHA Fiscal Year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ACT (1937) – Refers to the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

ADA – Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME – Gross annual income less allowable income deductions.

ADMINISTRATIVE FEE - Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE - (Formerly " Operating reserve")-An account established by a PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes only.

ADMISSION - The effective date of the first HAP contract for family (first day of the initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY – The maximum annual payments by HUD to a PHA for a particular funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC) - A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with all HUD requirements for the program.

ANNUAL INCOME - The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES - The Annual Income (described above) less the HUD-approved allowances.

APPLICANT - (or applicant family). A family that has applied for admission to the program but is not yet a participant in the program.

AREA EXCEPTION RENT – Rent based on a HUD approved “payment standard” amount that is higher than the basic range for a designated part of the Fair Market Rent area or “exception area”.

"AS-PAID" STATES - States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS - (See Net Family Assets)

ASSISTED TENANT - A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221(d)(3) BMIR tenants, except those paying the .236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY - An amount authorized and appropriated by the Congress for payment to a PHA under the program. For each funding increment in a PHA’ program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILD CARE EXPENSES - Amounts paid by the family for care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT - (Consolidated ACC) Refer to 24 CFR § 982.151 for a detailed definition

CONTIGUOUS MSA - In portability, is defined as an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

CONTINUOUSLY ASSISTED - An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

CONTRACT - (See Housing Assistance Payments Contract)

CONTRACT AUTHORITY – Refers to the maximum annual payment by HUD to a PHA for a funding increment.

CONTRACT RENT - In the Section 8 Certificate program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DEPENDENT - A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY EXPENSE ALLOWANCE - Reasonable expenses for attendant care and auxiliary apparatus for a disabled member that are necessary to enable a family member to be employed. Expenses cannot be paid to a family member or reimbursed.

DISABLED FAMILY – Refers to a family whose head of household, spouse, or sole member is a person with disabilities, or two or more persons with disabilities living together

DISABLED PERSON – A person who is any of the following:

1. A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C. § 423).
2. A person who has a physical, mental, or emotional impairment that:
 - a) Is expected to be of long-continued and indefinite duration,
 - b) Substantially impedes his or her ability to live independently and; or
 - c) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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 under federal disaster relief laws.

DOMICILE - The legal residence of the household head or spouse as determine in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY - Term means:

1. Drug-trafficking; or
2. Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD - A family whose head or spouse (or Co-head) or whose sole member is at least 62 years of age.

ELDERLY PERSON – Refers to a person who is at least 62 years old.

ELIGIBILITY FAMILY - A Family is defined by the PHA in its Administrative Plan, and has been approved by HUD.

EXCEPTION RENT - In the old certificate program an initial rent (contract rent plus any utility allowances) was in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the PHA under prescribed conditions, and is used in determining the initial contract rent. In the voucher program the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program.

EXCESS MEDICAL EXPENSES - Any medical expenses incurred by elderly families in excess of 3% of Annual Income that are not reimbursable from any other source.

FAIR HOUSING ACT – Title VIII of the Civil Rights Act of 1968, as amended by the Fair housing Amendment Act of 1988 (42 U.S.C. 3601 et seq.).

FAIR MARKET RENT (FMR) - The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

FAMILY - The applicant must qualify as a family as defined by the PHA in this Plan.

FAMILY RENT TO OWNER – In the Housing Choice Voucher Program, the portion of the total contract rent that is paid by the family directly to the owner. Also known as the **Family Share**.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM) - The program established by a PHA to promote self-sufficiency of assisted families, establish individual escrow account as incentives to families to succeed in attaining self-sufficiency, including the provision of other supportive services.

FAMILY UNIT SIZE – The bedroom size assigned to a particular Housing Choice Voucher and issued to a qualifying family based on the “subsidy standards” established by the PHA.

FMR/EXCEPTION RENT LIMIT - The Fair Market Rent published by HUD at least annually or any HUD approved exception rent. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the Housing Choice Voucher program the PHA may adopt a Payment Standard up to 90% to 110% of the established FMR rent limits. Exception rents are rents approved by HUD that are below 90% of FMR or above 110% of FMR.

FOSTER CHILD CARE PAYMENTS - Payment to eligible households by state, local or private service providers for the care of foster children.

FULL-TIME STUDENT - A person who is carrying a minimum of 12 credit hours is considered a full-time student under the standards and practices of the educational institution attended. An educational institution includes a college, university or vocational school with a degree, diploma or certificate program.

FUNDING INCREMENT – Refers to each commitment of budget authority by HUD to a PHA under a consolidated Annual Contributions Contract (ACC) for the PHA program.

GROSS FAMILY CONTRIBUTION – Replaced with the term **Total Tenant Payment**.

GROSS RENT – Refers to the sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

GROUP HOME – Refers to a dwelling unit that is licensed by the State as a group home facility for exclusive residential use by two or more persons who are elderly or persons with disabilities (including any live-in aides).

HAP CONTRACT - (See Housing Assistance Payments Contract below)

HEAD OF HOUSEHOLD - The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY - A state, country, municipality or other governmental entity or public body authorized to administer housing programs. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" are interchangeable and mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 - Act in which the U.S. Housing Act of 1937 (sometimes referred to as the ACT) was recodified, and that added the current Section 8 Programs.

HOUSING ASSISTANCE PAYMENT – Is the monthly assistance payment by a PHA. The payment consists of the following: A payment to the owner for rent to owner under the family's lease.

HOUSING ASSISTANCE PAYMENTS CONTRACT - (or HAP contract) executed contract between the PHA and an owner in the form prescribed by HUD, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible participating family.

HOUSING QUALITY STANDARDS (HQS) - The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD – The U. S. Department of Housing and Urban Development

HUD REQUIREMENTS - The HUD program regulations associated with the Section 8 Rental Assistance Programs and that are issued by HUD headquarters as regulations in Federal Register notices or as PIH Notices as binding program directives.

IMPUTED ASSETS - Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME – Is the HUD passbook rate (x) total cash value of assets. Calculation used when assets exceed \$5,000.

IMPUTED WELFARE INCOME – Is an amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rent contribution.

INCOME - Income from all sources (cash or contribution) of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY- Annual Income (cash or contribution)

INITIAL PHA – For purpose of “portability” the term refers to:

- A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
- A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INTEREST REDUCTION SUBSIDIES - The monthly payments or discounts provided by HUD to reduce debt service payments, and hence, rents required on Section 236 and 221 (d) (3) BMIR projects. This includes monthly interest reduction payments made to mortgage holders of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION – The area in which the PHA has authority under State and local law to administer certain programs.

LANDLORD - This term means either the owner of the property, his representative, or the managing property agent, or his/her representative as designated by the owner.

LEASE - A written agreement between an owner and an eligible family for the leasing of a housing unit.

LEASE ADDENDUM – Refer to Tenancy Addendum.

LIVE-IN AIDE - A person who resides with an elderly person or disabled person and who:

1. Is determined to be essential to the care and well being of the assisted tenant.
2. Is not obligated for the support of the person.
3. Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCES – Refers to Preference criteria usually used by the PHA to select applicant's families from the Waiting List.

LOW-INCOME FAMILY – Refers to a family whose annual income does not exceed 80 percent of the area median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME – A manufactured structure that is built on a permanent chassis, and is designed for use as a principal place of residence, and meets the HQS. See 24 CFR § 982.620 and 982.621.

MANUFACTURED HOME SPACE – In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR § 982.622 and 982.624

MARKET RENT - The rent HUD authorizes the owner of the FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. It refers directly to unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance under the Rental Supplement or Section 202/Section 8 Certificate Holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES – Refers to total 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. These medical expenses are deductions available to Elderly or Disabled households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR - A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY – A family with citizens and eligible immigration status and without citizens and immigration status as defined in 24 CFR § 5.504(b)(3)

MONTHLY ADJUSTED INCOME – Is considered as One-twelfth (1/12) of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME – Is considered as One-twelfth of the Annual Income.

NET FAMILY ASSETS - Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION - Former term for Tenant Rent Contribution

OCCUPANCY STANDARDS - Now referred to as Subsidy Standards-Standards established by a HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER - Any persons or entity having the legal right to lease or sublease a housing unit to a program participant.

PARTICIPANT - A family that has been admitted to the PHA's Housing Choice Voucher Program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA on behalf of the participant family, usually the first day of initial lease term.

PAYMENT STANDARD - The amount used to calculate the housing assistance a family will receive in the PHA's Housing Choice Voucher Program.

PHA PLAN – Consists of a five year and corresponding annual plan as adopted by the PHA and reviewed and approved by HUD in accordance with Part 301 of this Plan.

PORTABILITY – Is the ability of a family to utilize their housing voucher assistance outside the jurisdiction of the initial PHA who originally issued the voucher to the family. The PHA in the receiving jurisdiction may either elect to absorb or administer the voucher on behalf of the initiating PHA.

PREMISES – A building attached or detached from the subject dwelling unit including common areas and grounds of a multi-family apartment complex.

PROGRAM – The Section 8 Rental Assistance Program commonly referred to as the Housing Choice Voucher Program.

PUBLIC ASSISTANCE - Welfare or other payments (currently referred to as Temporary Assistance to Needy Families or TANF) to families or individuals, based on need that are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA) – Includes any state, county, municipality, other governmental entity, or public body including a tribal government authorized to administer the program (or agency or instrumentality of such an entity), or any of the following:

- A consortia of housing agencies, each of which individually meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members);
- Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract administrator of such program (HUD or a PHA) on October 21, 1998; or
- For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or other governmental entity or public body that would otherwise lack jurisdiction to administer the program in that jurisdiction.

RANKING PREFERENCE - Used by the PHA to rank and select among applicant families that qualify for a particular local preference.

REASONABLE RENT – A rent to owner under the program that is not more than rent charged for comparable units in the private unassisted rental market, and not more than the rent charged for other comparable unassisted units in the premises.

RECEIVING PHA – In portability, “receiving PHA” is defined as the PHA that the family has selected for purposes of transferring their housing assistance to another PHA’s jurisdiction. The “receiving PHA” issues a Housing Choice Voucher to the incoming family and provides program assistance to the family directly.

RECERTIFICATION - Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY - Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER - This is called Contract Rent in the Certificate Program and Rent to Owner in the Voucher Program. It is the total amount of rent payable to the owner by the family and the PHA per month for an assisted unit.

RESIDENCY PREFERENCE – Requires new applicants who apply for the program to provide documented evidence of domicile (one year residency in the PHA’ jurisdiction), if the applicant family plan to exercise portability at the time the initial housing voucher is first issued by the PHA.

SECRETARY – Is the Secretary of the U.S. Department of Housing and Urban Development.

SECTION 8 PROGRAM – Section 8 refers to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437F).

SECURITY DEPOSIT - A dollar amount that can be applied by an owner to cover any claims of unpaid rent, damages or other amounts due to the owner under the terms of lease.

SERVICE PERSON – Is a person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON – Is a person living alone or intending to live alone.

SPECIAL ADMISSION – Refers to the admission of an applicant that is not on the PHA waiting list or without consideration of the applicant’s position on the waiting list.

SPECIAL HOUSING TYPE – Refer to Subpart M of 24 CFR 982. This subpart describes the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE - The husband or wife of the head of household.

SUBSIDIZED PROJECT - A multi-family housing project (with the exception of a project owned by a cooperative housing Mortgage Corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965;
3. Direct loans pursuant to Section 202 of the Housing Act of 1959, or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to
5. Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
6. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing agency, or
7. A Public Housing Project.

SUBSIDY STANDARDS – Standards established by the PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANCY ADDENDUM – For purposes of the Section 8 programs, “tenancy addendum” refers to special language required by HUD in conjunction with the lease between the owner and the assisted tenant.

TENANT – Refers to a person or persons (other than a PHA authorized live-in attendant) that executes a lease as the lessee of a particular assisted dwelling unit.

TENANT RENT – The amount payable monthly by the family as rent to the unit owner.

TOTAL TENANT PAYMENT (TTP) - The total amount that the HUD calculation rent formula requires the tenant to pay toward rent and utilities.

UNIT – Refers to residential space for the private use of a family.

UTILITIES - Utilities means water, electric, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE - If the cost of utilities (except telephone) including range and refrigerator and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying unit, an amount equal to the estimate made or approved by the PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT – Is 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.

VACANCY LOSS PAYMENTS - (For contracts effective prior to 10/2/95) - When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LOW-INCOME FAMILY - A Lower- Income Family who's Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is income limit is for the purposes of the Housing Choice Voucher and Section 8 Moderate Rehabilitation and SRO programs.

VETERAN - A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY – Refers to any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or persons or towards the property of another.

VOUCHER – Refers to the Housing Choice Voucher and is issued to eligible applicants for admission and to current program participants when they wish to move/relocate and describes the “Family Obligations” the assisted family must comply with as a condition for receiving assistance.

VOUCHER HOLDER – A family holding a voucher with an un-expired term currently being assisted under the program.

VOUCHER PROGRAM – Refers to the Housing Choice Voucher Program.

WAITING LIST ADMISSION – An eligible applicant admitted from the PHA “Waiting List”.

WAITING LIST – Refers to a list of families organizes according to HUD regulations and PHA admission policies who are waiting for rental housing assistance when it becomes available.

WELFARE ASSISTANCE - Refer to the definition under “public assistance” above.

WELFARE to WORK (WtW) – Refers to families assisted by AHS with special funding awarded to AHS by HUD under the Welfare to Work Housing Voucher Program. This includes any renewal of such WtW vouchers funding for the same purpose.

C. GLOSSARY OF TERMS USED IN THE NONCITIZEN RULE

CHILD – Refers to a member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN – Refers to a citizen or national of the United States.

EVIDENCE – Refers to evidence of citizenship or eligible immigration status means the documents that must be submitted to evidence citizenship or eligible immigration status.

HA – Refers to a Housing Authority, a public housing agency or Indian housing authority or both.

HEAD OF HOUSEHOLD – Is the adult member of the family who is the head of the household for purpose of determining income eligibility and rent and who will be held responsible for the actions or inaction of other household members.

HUD – Refers to the U. S. Department of Housing and Urban Development.

INS – U.S. Immigration and Naturalization Service

MIXED FAMILY – Is a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

SECTION 214 – Section 214 restricts HUD from making financial assistance available to non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

APPENDIX I

AHS Use and Confidential Policy

The U.S. Department of Housing and Urban Development (HUD) Enterprise Income Verification (EIV) system will be used by AHS as the method of verifying income of Low Rent Public Housing and Section 8 Housing Choice Voucher program participants. EIV information is to be considered strictly confidential and may only be utilized for the intended purpose of verifying income for initial eligibility and continued eligibility. The EIV data is subject to the provisions of the federal Privacy Act (5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048), the Freedom of Information Act, also known as FOIA, (5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048), and any related future amendments.

Privacy Act Requirements

Whenever AHS requests information about a participant tenant, AHS will ensure the following:

1. The data will only be used for verification of tenant income to determine:
 - a. A tenant's eligibility for participation in a federal rental assistance program; and
 - b. The level of housing assistance that they are entitled to receive.
2. The data is **NOT** disclosed in any way that would violate the privacy of the individuals represented in the system
3. ALL participating tenants will be notified of the following:
 - a. HUD or AHS authorization and purpose for collecting the information
 - b. The uses that may be made of the data collected, and
 - c. The consequences if the tenant fails to provide the required information
4. Upon request, a tenant will be provided with access to EIV generated records pertaining to them and with the opportunity to correct or challenge the contents of the records.

Criminal Penalties Associated with violation of the Privacy Act

An AHS employee can be charged and possibly be found guilty of a federal misdemeanor or felony crime, if that employee knowingly and/or willfully:

1. Discloses a tenant or tenants records to an unauthorized party.
2. Fraudulently represents himself/herself to obtain another individual's record.

Reporting Improper Disclosures

- Security Officer will report any evidence of unauthorized access or known security breaches to the Division Manager; and
- Security Officer shall document all improper disclosures in writing; and
- Security Officer shall report all security violations regardless of whether the security violation was intentional or unintentional.

AHS Staff Responsibilities

Division Manager:

The Division Manager shall appoint an Administrator/Coordinator and a Security Officer whose responsibilities are defined herein.

Administrator/Coordinator (AHS Security Administrator):

The Administrator/Coordinator shall provide each authorized user a HUD/PHA Access Authorization Form and the rules of Behavior and User Agreement form and the user will apply for a User ID and Password. Administrator/Coordinator will facilitate this process.

Security Officer (AHS Security Administrator):

The Security Officers shall be responsible to insure that all authorized users are utilizing and safeguarding the EIV information. This includes but is not limited to:

- a. Maintain a log of all authorized users. The log shall be updated on a quarterly or more frequent basis as may be required.
- b. Conduct staff training and/or perform a review of the EIV/UIV Security procedures on a regular basis, but not less than annually and maintain a log of all AHS staff who has attended.
- c. Distribute all User Guides and Security policies and procedures to ALL staff using EIV system's data.
- d. Record and report improper disclosure in accordance with the improper disclosure procedure.
- e. Monitoring EIV system utilization reports.

EIV Staff Monitor (AHS section Housing Program Coordinator):

Insuring confidentiality of information displayed on monitors.

Insuring the confidentiality of printed EIV reports.

Monitoring file storage areas.

Monitoring the disposal of EIV information.

Insure keys are returned when employees are no longer employed by AHS.

Classes of Users:

AHS has established the following classes of authorized personnel:

- a. Employees who must determine income for rent computation purposes for the Public Housing (Low-Rent) and Section 8 Housing Choice Voucher, Single Room Occupancy (SRO) and Moderate Rehabilitation programs.
- b. Employees who must determine income for internal quality control purposes.

Certified Users:

AHS EIV users are authorized by the Division Manager or by his/her designee and shall have access to the system. Authorized users must safeguard and insure the confidentiality of User Codes and Passwords. Once an authorized user is no longer employed by AHS, access will be terminated immediately.

Prior to EIV Use:

All **NEW** users **MUST** first be granted access to the EIV Systems by completing a User Access Authorization Form and executing the “Rules of Behavior and User Agreement” prior to being given access to the EIV systems.

Disclosure of EIV System to Tenant

1. At public housing placement or housing voucher certification, AHS will disclose to the prospective public housing tenant or voucher holder its intent to make use of the EIV system. This will include the following and performed during the tenant briefing:
 - a. An explanation of the EIV procedure.
 - b. What action(s) AHS may seek after determining that income has been unreported or underreported.
2. All tenant files shall contain a properly completed and current HUD-9886 Form.
3. Requests for EIV information by the tenant will require a signed Release of EIV Form.

Security

EIV data will be safeguarded at all times:

Monitors

EIV information displayed on Monitors will be safeguarded by:

- a. Insuring that EIV data monitor displays are only active (e.g., visible) when the information is being solicited for verification purposes and only when no other unauthorized persons are within viewing range.
- b. When user exits their office, even for short periods, users will either screen protect or blank the monitor screen.

Printed Reports:

Employees will insure that all EIV information in printed format has:

- a. Been immediately removed from printer trays. ***This is especially true if the printer utilized is in an unsecured common use area;*** and
- b. at no time been left unattended where it is visible or in viewing distance of unauthorized staff or visitors; and
- c. been filed in a secure filing cabinet located in a designated and locked and secure area when not in use; and
- d. been shredded every two years.

Filing:

EIV reports will be filed in the tenant file at each re-examination and at each interim rent calculation.

Discussing EIV Information:

- a. EIV information can only be discussed with other authorized staff on a “needs-to know” basis.
- b. EIV information is protected at the individual household member level. ***Therefore, specific information pertaining to one family member cannot be discussed in the presence of other family members or other individuals.***

The EIV Staff Monitors:

- a. Cabinets and File locations containing EIV information are lockable.
- b. The EIV Staff Monitor will maintain a log of users receiving keys to controlled areas.

Disposition:

EIV data will be disposed of by:

- a. Shredding every two years.

Note: Shredding will be performed by an authorized AHS staff and/or contract shredding firm.

Logs:

The EIV Staff Monitor will maintain a log of all “End of Participation” files, which include EIV information and the date of destruction (i.e., shredding).

Note: The EIV/UIV data may be maintained in the tenant file from end of participation until file is destroyed in accordance with AHS record retention policy.

Resolving Discrepancies

AHS requires that all household income is reported by the family as specified in the Admissions and Continued Occupancy Policy (ACOP), lease, and the Section 8 Administrative Plan (Admin Plan). These documents are made a part of this policy by reference.

When EIV information is substantially different from what the tenant reported and/or what was reported by a third party, the following procedures will be followed:

1. In any case where the tenant disputed the EIV data documenting the discrepant income, staff shall submit a third-party verification form to the income source(s); and

2. Staff shall review historical data for prior patterns of employment, benefit payments, and/or other income source histories; and
3. Staff shall discuss the discrepancy with the tenant and the tenant shall be given the opportunity to resolve the discrepancy. Such discussion shall be either verbally or in writing.
 - a. Although the tenant shall be given the opportunity to resolve the discrepancy, the final authority shall be either third-party verification or EIV data, whichever is accurate, unless the tenant can provide documentation that one or both parties' data is incorrect.
 - b. If the tenant is able to produce sufficient documentation of incorrect third party and/or EIV data, tenant shall be instructed to contact the proper staff person in charge of this data for resolution.

Adverse Actions

Should AHS find, after a review of all of the information, that the tenant has failed to fully disclose all family income, AHS will:

1. Offer the tenant the opportunity to repay all retroactive rent overpayments/charges in accordance with AHS' established repayment policies.
2. If the family is unable or unwilling to repay, AHS will take the following action(s):

Seek eviction or termination of the housing assistance; and

At Least	But Less Than	Action
\$100	\$4,999.00	Turn over to collection agency.
\$5,000	Or More	Turn over to Office of the Inspector General (OIG) at HUD

Definitions

Administrator/Coordinator	The AHS employee, designated by the Division Manager who is responsible for authorizing access to WASS. Note: this person is not allowed to obtain EIV information under any circumstances.
Authorized User:	An authorized user is one who is employed by AHS, and has been granted authorized WASS access by the Division Manager or his/her designated representative who is the (Administrator/Coordinator).
EIV	Enterprise Income Verification System.
Improper Disclosure	The release of EIV data to an unauthorized individual.
Intranet	A privately maintained computer network that can be accessed only by authorized persons, especially members or employees of the organization that owns it.
Need-to Know	A criterion used in security procedures that requires the custodians of secure information to establish, prior to disclosure, that the intended recipient must have access to the information to perform his or her official duties.
Proper Disposal	The disposal of EIV information by shredding documents every two years.
Secure System WASS User ID	A secure ID issued to a user enabling access to the system.
Security Officer	The AHS employee so designated by the Division Manager to monitor and insure users EIV/UIV compliance. Note: this person is not allowed to obtain EIV/UIV information.
UIV	Upfront Income Verification.
WASS	HUD's W eb A ccess S ecurity S ystem (Secure connection/Secure systems)