

**ADMINISTRATIVE PLAN**  
**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

CITY OF NORWALK HOUSING AUTHORITY  
12700 NORWALK BLVD., ROOM 11  
NORWALK, CA 90650

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## **I. Statement of Overall Approach**

### **A. Management**

The City of Norwalk Housing Authority (the Authority) is a division of the City's Community Development Department. The Community Development Department includes Planning, Community Development Block Grant Programs, Building & Safety, Code Compliance, Engineering, Economic Development and the Authority. The Authority, the Community Development Block Grant (CDBG) Program and the HOME Program are under the Community Development Department to ensure consistency in meeting the community's housing goals.

The Authority administers the Section 8 Housing Choice Voucher Program and the Family Self-Sufficiency Program in accordance with the regulations set forth by the U.S. Department of Housing and Urban Development (HUD). The Authority uses the City of Norwalk's Planning, Building & Safety, and Code Compliance Divisions as a resource for Housing Quality Standards (HQS) inspections.

The Authority receives direction from the Director of Community Development and the City Manager (Executive Director). Guidance on policy issues is provided by the Norwalk Housing Authority Commission (the Commission).

### **B. Objectives**

In accordance with the purposes and policies of the United States Housing Act of 1937, as amended, the goal of the Authority is to provide decent, safe, sanitary and affordable housing for very low-income households. These goals are accomplished by providing rent subsidy payments on behalf of eligible households and ensuring that units leased under the program meet Housing Quality Standards (HQS) as described later in this plan. The Authority encourages families to establish stable, long-term residency.

The Authority strives to provide economic opportunities for participants through the Family Self-Sufficiency (FSS) Program. The Authority works in conjunction with the other departments of the City of Norwalk to provide additional support, as follows:

Public Safety - Provides liaison to the Sheriff's Department in police matters including criminal activity and neighborhood safety. Provides information concerning the criminal activity of participants and guests.

Social Services – Provides community services such as health screening, childcare, temporary shelter to families, gang curtailment, family counseling, and dispute resolution.

Recreation - Provides youth sports, after school programs, senior and family activities and excursions at low cost.



The close linkage and integration of these departments provides the Authority with broader resources to address a participant's peripheral needs. Housing is viewed as a holistic issue, which may overlap with other service areas.

C. Staffing

The Authority's staffing and functions are summarized as follows:

Norwalk Housing Authority Commission

Composed of seven members: Five are members of the Norwalk City Council, and two are program participants. The City Council appoints the tenant members to serve two-year terms. The commission officially authorizes Authority actions.

Executive Director (City Manager)

Appointed by the Commission, the Executive Director monitors Authority activities and staff to assure effectiveness in operations and compliance with authorized policies, procedures and federal regulations.

Director of Community Development

Serves as the Director of the Community Development Department of which the Authority is a division. Supervises the activities of the Housing Manager and monitors Authority activities and staff to assure effectiveness in operations and compliance with authorized policies, procedures and federal regulations.

Housing Manager

Serves as Division Manager for the Authority. Involved in daily operation of housing programs, supervises activities performed by Housing Specialists and Office Assistants. Interprets Federal regulations and formulates and implements Authority policy. Is responsible for fiscal management, budgeting, grant applications and audits.

Housing Specialist II

Serves as bilingual (Spanish/English) client service representative. Interviews and determines eligibility for new applicants, processes new contracts, conducts briefing sessions, HQS inspections, annual reexaminations, interim reexaminations, and develops individual training and service goals for Family Self-Sufficiency (FSS) participants and monitors program performance. Responsible for quarterly and annual reporting to HUD. Serves as senior staff member in the absence of the Housing Manager and trains new staff members.

### Housing Specialist I

Serves as bilingual (Spanish/English) client service representative. Interviews and determines eligibility for new applicants, processes new contracts, conducts briefing sessions, HQS inspections, annual reexaminations, interim reexaminations, and develops individual training and service goals for Family Self-Sufficiency (FSS) participants and monitors program performance.

### Office Assistant II

Serves as receptionist. Assists in the application process, schedules appointments and provides information to the public. Performs clerical duties (computer entry, word processing, answering phone queries). Assists in the leasing process, maintains referral list of suitable units, maintains waiting list of applicants, orders supplies, and assists in updating case files. Serves as assistant to the Housing Specialists.

#### D. Profile of City of Norwalk's Housing Needs

The City of Norwalk has a population of over 106,000 people. Of the 4,835 renter households with incomes under 50% of median family income, 84% reported having some type of housing problem, such as high rent burden, overcrowding or substandard living conditions (Source: 2012 – 2016 Comprehensive Housing Affordability Strategy).

#### E. Programs

The Authority currently administers the federally funded Section 8 Housing Choice Voucher Program and the Family Self-Sufficiency Program. The objective of the Housing Choice Voucher Program is to ensure that very low-income families find and maintain decent, safe, sanitary and affordable housing in the private market.

Housing Choice Voucher Program – Under the tenant-based voucher program, the Authority typically pays the difference between the payment standard and 30% of the tenant's adjusted monthly income. However, the tenant's rent portion cannot exceed 40% of the family's adjusted monthly income for new admissions or moves where the gross rent exceeds the payment standard. Units selected by voucher holders must pass HQS inspection. The Authority may attach up to 20% of baseline vouchers to "existing" units or new construction under the project-based voucher program.

Family Self-Sufficiency Program – The Family Self-Sufficiency (FSS) Program promotes the development of local strategies for the coordination of the program with public and private resources to enable eligible households to achieve economic independence and self-sufficiency. All FSS participants are encouraged to enroll in the First-Time Homebuyer classes and to work toward the goal of homeownership.

## II. **Waiting List and Tenant Selection**

### A. Waiting List Establishment

Because the need for housing assistance in the community exceeds the supply of available vouchers, the Authority maintains a waiting list of interested households. At least annually, the Authority will review the status of its waiting list to determine if a sufficient number of applications are on the list to utilize available funding. The Authority reserves the right to accept, limit (in number), or suspend registrations for the waiting list as needed to maintain a manageable waiting list.

When the tenant-based waiting list is opened, the Authority may limit the total number of registrations accepted or number within each preference category or group of preferences. The exact number of total registrations accepted or number within the preference categories or group of preferences will be announced before the waiting list is opened. After the waiting list closes, the Authority will conduct a lottery using its software to assign lottery positions to registrations. After receiving a lottery number, the registrations will be grouped by the preferences described below in order of priority, sorted by lottery number within the preference groups, and assigned a final position number. If the number of registrations received exceeds the predetermined number to be accepted, then the top registrants will be marked active and the remaining marked inactive. Registrations not selected in the lottery will be notified in writing of non-placement.

### B. Outreach to Families and Owners

Particular care will be taken to ensure that low-income renters are advised when the Authority plans to accept registrations. The waiting list may be opened to accept registrations from special populations if there are not enough registrations on the current waiting list to meet specific funding criteria. For instance, if the current list has been expended for families meeting the specific criteria for a project-based voucher unit, the list may be opened to accept registrations for families meeting the specific criteria.

Outreach methods may include advertising through Norwalk Now, the City's cable channel, the Authority's webpage, paid advertising in local newspapers, brochures and distribution of informational flyers at public facilities. Brochures designed specifically for participants will be provided to appropriate community groups and will be available at the Authority, Norwalk Senior Center, and Norwalk Social Services Center. Special attention will be made to provide materials and bilingual staff to enlist participation of minority families (See Exhibit VII). Additional assistance and outreach will be given, as necessary, to individuals with disabilities.

The Housing Manager will provide direction and oversee outreach activities, including the preparation of materials, advertisements and scheduling of promotional meetings. The Authority will expand outreach methods and assign

additional staffing in the event the number of families on the program's waiting list is insufficient to meet the Authority's leasing schedule.

Landlord outreach may be accomplished through the mailing of literature to real estate brokers, owners and managers of rental properties, advertising, informational meetings and press releases. Periodically, a listing of owners will be obtained from the Business License office so that informational mailings can be sent. Landlords will receive promotional literature encouraging them to list vacancies with the Authority. Presentations may be made at meetings of realtor groups, apartment associations, property management groups and Chamber of Commerce. Whenever possible, emphasis will be placed on recruiting owners of units located outside of areas of low-income and minority concentration according to the most recent census data.

C. Completion of Applications

The Authority uses a two-stage application process. To be placed on the waiting list, interested individuals must complete a registration containing basic information required to make a preliminary determination of eligibility and preference. At the discretion of the Housing Manager, registrations may be accepted either electronically or by paper application. Staff will assist families in the completion of the registration if needed. Registrations receive a time and date notation as they are received. Brochures explaining the Section 8 Housing Choice Voucher Program will be made available to all applicants at the Authority's office or on the Authority's website. At the time an applicant's name nears the top of the waiting list, the applicant will be asked to complete a Full Application and provide documentation necessary to verify eligibility and income.

D. Waiting List Selection Criteria

Selection from the waiting list will be made without regard to race, color, ancestry, religion, gender, age, national origin, marital status, sexual orientation, familial status, disability, or sources of income.

Registrations will be sorted by lottery number within the preferences described below and selected in the following rank order:

1. Veterans who are residents of Norwalk
2. Families of Deceased Veterans (spouse and/or minor children of a deceased veteran) who are residents of Norwalk
3. Residents of Norwalk and those employed within the City
4. Veterans who are not residents of Norwalk
5. Families of Deceased Veterans (spouse and/or minor children of a deceased veteran) who are not residents of Norwalk

6. All other families based

A Veteran is a person who served in the active U.S. military, naval or air service for a period not less than 90 consecutive days, and who was discharged or released under conditions other than dishonorable, or was discharged from the service due to a service-connected disability within that 90-day period.

Within each preference category, households of two or more people and single applicants, who are elderly (62 years or older), displaced, or disabled, will be placed ahead of those single persons who are not elderly, displaced or disabled.

A non-resident who moves into Norwalk while on the waiting list will be treated as a resident based upon the position assigned through the lottery. A resident who moves out of Norwalk while on the waiting list will not lose his or her residency preference. However, the applicant will need to verify residency prior to issuance of a voucher, for the time period that the registration was filed.

Applicants employed within the City must be receiving pay for their employment or training at the time of the eligibility interview in order to qualify for the residency preference. There is no requirement for the number of hours of paid employment to establish preference. The place of employment must be an established physical location within the City. For example, a driver providing rides in Norwalk would not qualify for the residency preference. However, a driver, who works out of an office location in Norwalk, would qualify for the residency preference. Similarly, a sales person, who frequents Norwalk for sales calls, would not qualify for the residency preference unless their employer was located within the Norwalk. Applicants, who are attending school or volunteering in the City, do not qualify for the residency preference.

Due to regulations effective October 1, 1999 requiring that 75% of new admissions to the program must be below 30% of median income, it may not be possible to admit families according to established preferences and date & time of the application. If the Authority determines that it will not make its annual quota, it will skip higher income families (above 30% of median income) and select lower income applicants, only until the 75% threshold is met for the current fiscal year.

Preference may be verified at the time of registration but must be verified by the date of the interview. Those families, who do not qualify or who are unable to verify that they are entitled to the preference claimed, may be denied if the unverified preference was a factor in the applicant's final placement on the waiting list. Otherwise, the applicant will be placed back on the waiting list. Proper written notification and an opportunity for an informal review will be provided.

Local preferences will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.

E. Other Preferences

Registrations received under “other preferences” described below will be assisted on a first come, first served basis.

1. **Involuntarily Displaced:** Norwalk residents “involuntarily displaced by government action” or a disaster formally recognized under Federal disaster relief laws (see Exhibit XI for definition) and tenants of buildings selected by the Authority for project-based assistance may apply at any time regardless of whether the Authority is accepting registrations. These registrations will receive the highest priority on the waiting list. All other applicants must apply when registrations are being accepted.
2. **Limited Homeless Preference:** Individuals and families who qualify for the limited homeless preference must be referred by an Authority approved homeless services provider. The referring entity must provide a certification of the family’s homeless status (per Exhibit X) and eligibility under the Authority’s residency preference. Annually, the Authority will accept seven (7) eligible referrals or other number as directed by the Housing Authority Commission. Additionally, Norwalk residents registered on the waiting list who declare themselves as homeless will be referred to the approved homeless services provider to verify the applicant’s eligibility for the homeless preference. Homeless referrals will receive the highest priority on the waiting list following residents, who are involuntary displaced.

F. Special Admissions

Special purpose funding or grants for specified families or for a specified category of families may be received by the Authority. Such housing assistance funding shall be for the individuals and families indicated in the federal, State or local ordinances, rules and regulations. A specific waiting list may be necessary for each special category of eligible families. Separate notices, special program rules and information will be made available to the public and to the targeted individuals and families.

1. **Limited Mainstream Preferences.** The Authority has been awarded 15 Mainstream Vouchers for non-elderly households that include one or more persons with disabilities over the age of 18. Households that meet this definition and are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, currently participating in rapid rehousing, or at risk of becoming homeless will be assisted with a Mainstream Voucher before other non-elderly households that include one or more persons with disabilities, but are not in one of the five categories listed above. The definitions from the 2019 Mainstream NOFA for the five categories will be used to determine if the applicant has a preference. Documentation of qualification for a preference based on one or more of the five categories will be required as defined in the Mainstream

NOFA definitions. If not defined in the NOFA, third party documentation or verification by a professional knowledgeable about the applicant's situation can be provided and will be considered in determining if the applicant is eligible for a preference under one of the five categories. If there are no applicants on the general HCV waiting list meeting the Mainstream preferences, the Authority will open the waiting list to accept applications and referrals for Mainstream eligible applicants meeting one of the five preferences only. These applicants will be placed on the general HCV waiting list based upon date and time of application. If insufficient applications are received for the preferences, the Authority will use the general HCV waiting list to identify non-elderly, disabled households who do not qualify for one of five the preferences.

2. Foster Youth Initiative (FYI) Vouchers. The Authority will accept referrals from the Department of Children and Family Services for Foster Youth Initiative Tenant Protection Vouchers and process them in order in which they are received without regard to the waiting list selection criteria. Upon receiving a referral, the Authority will request a voucher from HUD until the Authority has reached the maximum number of vouchers allowed or HUD funding has been exhausted.

Youth eligible for the FYI vouchers are certified by the Department of Children and Family Services to be:

- At least 18 years old and not more than 24 years of age;
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 or older; and
- Is homeless or at risk of becoming homeless.

G. Project Based Assistance Waiting List

The Authority has a contract to provide project-based assistance for 45 units at 12657 Foster Road in Norwalk (Soroptimist Village) through June 30, 2022. The project is designated for elderly households. When vacancies occur at Soroptimist Village, the Authority will refer prospective tenants to Soroptimist Village after the Authority's eligibility determination is completed. Soroptimist Village will screen the Authority referrals for suitability and make the final selection.

If the Soroptimist Village waiting list is exhausted of prospective tenants, then the Authority will open up to the public for applications only for Soroptimist Village, accept referrals from Soroptimist Village, and/or survey all or some portion of the Section 8 waiting list. The Authority may choose to only accept applications from one or more of the preferences described on page 5 - 6. Both applications and referrals will be processed on a first come, first served basis within the preferences listed on page 5 - 6. Whether or not a Section 8 applicant requests placement on the Soroptimist Village list, the applicant will retain their position on the Section 8 waiting list.

Due to the elderly designation of Soroptimist Village and the occupancy standards of the project, the selection criteria for the project are as follows:

0-bedroom: 1 person, age 62 or older

1-bedroom: 2 people, age 62 or older

Within each bedroom size, the waiting list selection criteria on page 5 will be followed.

#### H. Waiting List Maintenance and Removal

Periodically, the Authority may wish to conduct a waiting list update to identify those applicants who are still interested in program participation. If no response is received, then a second attempt will be made prior to removal of the registration from the waiting list.

If an update letter is returned by the post office with no forwarding address, the registration will be removed from the waiting list.

Registrations removed from the waiting list will be destroyed after three years. Therefore, any request for reinstatement must be received within three years of the application removal.

Reinstatement requests received within three years of inactivation will be considered under the following circumstances:

- An applicant's disability interfered with their ability to respond to the letters;
- Homeless status at the time the update letters were mailed; or
- Serious illness and/or hospitalization at the time the letters were mailed.

If the above circumstances do not apply, an applicant will only be reinstated to the waiting list if the request for reinstatement is received within three (3) months of inactivation.

#### I. Transfer of Application

The registration form will ask the applicant to designate a head-of-household (HOH) and list co-head or spouse, and other household members. Once the Authority receives the registration, the HOH may not elect to transfer the application to anyone else, except the co-head or spouse who was listed on the original registration. In the event of the HOH's death, the registration may be transferred to the named co-head or spouse listed on the original registration.



### **III. Eligibility and Denial of Assistance**

#### **A. Applications and Intake Interviews**

The Office Assistants will review initial registrations and determine preliminary family eligibility. As vouchers become available, the Housing Specialists will review the registration, conduct an initial interview, complete formal application forms, and verify income/preference and other appropriate information. All applicants and adult household members will be screened for criminal activity and sex offender registration.

Eligibility interviews may be scheduled well in advance of when the vouchers will be available. Typically, an applicant will receive an appointment letter two or more weeks in advance of the appointment. If the applicant fails to attend two scheduled appointments, their application will be denied. No written denial letter will be sent to those applicants who failed to contact the Authority to reschedule or whose letters were returned by the post office stamped, “undeliverable.”

Housing Specialists will determine final eligibility and notify the applicants. Applicants must meet all of the eligibility requirements of the program on the interview date. For example, an applicant deemed over-income due to her wages cannot quit her job after her eligibility interview in order to qualify for assistance.

Eligible applicants will be invited to attend a briefing meeting at which time a voucher will be issued. Those found ineligible will be notified within 10 days of the reason for denial and informed of their right to an informal review. The informal review will consider if the ineligibility determination was properly made. The reviewer may request more information but cannot consider new circumstances that were not in effect on the interview date (See Exhibit II for more information about Informal Reviews).

The family must supply any information that the Authority determines is necessary in the administration of the program. All information provided by the family must be true and complete. Up-front Income Verification (UIV) or third party (independent) verification will be used whenever possible to document the accuracy of an applicant’s statements. However, it is ultimately the applicant household’s responsibility to provide necessary information to verify income, assets and household composition.

The Authority currently obtains UIV information from The Work Number.

Verifications must be current within 60 days before issuance of a voucher. All verifications, forms, and documents will be kept in each individual applicant/participant file.

B. Income Eligibility

During the initial eligibility determination process, the family must provide adequate evidence showing that their income for the twelve-month period following admission is not anticipated to exceed the income limits for eligibility. Income levels will be determined by reviewing current, previous and anticipated income. For income determined to be unstable, special income reviews may be conducted.

In order for an applicant to be found eligible or to remain active on the waiting list, the applicant must meet the eligibility criteria described as follows:

The applicant must meet the current income limitations as established by HUD. To be income eligible, the family must be either:

1. A “very low income” family, which is 50% of the area median income based on family size using HUD’s published Section 8 Income Limits for the Los Angeles-Long Beach Metropolitan Statistical Area which are modified periodically; or
2. A “low income” family, which is 80% of the area median income based on family size, in any of the following categories:

A low income family that is “continually assisted” under the public housing or Section 8 programs;

A low income non-purchasing family in the following homeownership programs: HOPE 1, HOPE 2, or other HUD-assisted multifamily homeownership programs covered under 24 CFR 284.173;

A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of mortgage insurance contract under 24 CFR 248.165.

C. Family Type and Composition

At the time of the initial eligibility determination, the applicant Head of Household must be 18 years of age or older or be an emancipated minor under State law. An applicant cannot add more household members to their application unless the additional members have shared the same residence with the applicant for at least one year. The addition of members should not cause the household to exceed 12 people due to limited availability of larger units.

The applicant must be an eligible family or individual. Family includes, but is not limited to, the following regardless of actual or perceived sexual orientation, gender identity or marital status:

1. An eligible family is defined as:

A group of persons residing together with each sharing income and resources to meet household needs. A full-time student dependent of the Head of Household, who lives on campus or away from home but returns home during breaks, will be counted.

Two or more elderly or disabled persons living together;

One elderly or disabled person living with another person who is determined to be essential to their care and well-being;

A single, pregnant woman with documentation from a doctor will be treated as a two-person household, but for eligibility purposes, the income limit for a one-person household would apply.

A child, who is temporarily away from home due to placement in foster care, is considered a member of the family; or

A low-income family who resides in a HUD-owned multifamily rental housing project, when HUD sells, forecloses, or demolishes the project.

2. An eligible single person household is defined as:

An elderly person – a person who is 62 years of age or older;

A displaced person – a person who has been displaced by government action or whose dwelling unit has been extensively damaged or destroyed as a result of a disaster formally recognized under Federal disaster relief laws;

A disabled person – a person who is receiving SSD or SSI, or can provide proof of eligibility for SSD/SSI, or through a letter from their physician can document that they have:

- A disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423).
- 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)).
- 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
  - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

- Individuals are NOT considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
  - Individuals whose alcohol or drug addiction is a material factor to their disability are excluded from the definition.
  - Individuals are considered disabled if disabling mental and physical limitations would persist if the drug or alcohol abuse were discontinued.
3. Other single person households are defined as any other single person who is not defined above. These applicants will be assisted after all others within their preference category.
4. Students, who are applying for assistance separate from their parents, are not eligible unless they can meet the definition of independent student. An independent student is defined as an individual enrolled in an institution of higher education who is (1) 24 years of age or older by December 31 of the award year; (2) an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older; (3) an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence (presently or was immediately prior to attaining the age of majority); and (4) a veteran of the Armed Forces of the United States or is currently serving on active duty in the Armed Forces for other than training purposes; and (5) a graduate student or professional student; and (6) married; (7) has legal dependents other than a spouse; or (8) has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth or as unaccompanied, at risk of homelessness and self-supporting by a local educational agency homeless liaison, director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or designee of the director; or a financial aid administrator or the individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

If the student does not meet the above definition, then the Authority will need to determine that the parent's income is not relevant to for determining income eligibility by:

- Reviewing previous address information to determine evidence of a separate household;
- Reviewing student's prior year income tax returns to verify the student is independent;

- Verifying income provided by parents through Verification of Family Support form. If support is provided, it will be counted as income.

D. Live-in Aide

An applicant or participant may request a live-in aide to care for a person who is disabled or over the age of 50. The applicant must complete a request for reasonable accommodation and provide their caregiver's name and contact information for verification. (see Section XI).

The live-in aide will be approved if the person:

- Is determined to be essential to the care and well-being of the person(s),
- Is not obligated for support of the person(s),
- Would not be living in the unit except to provide necessary supportive services, and
- Is not a pre-existing household member, the landlord, or a relative of the landlord.

A live-in aide may be approved as a reasonable accommodation for a person with a disability. A relative (except spouse) is not automatically excluded. The relative must meet the requirements stated above to qualify.

If the Authority approves a live-in aide, an additional bedroom may be added to the voucher size only if funding is available. The live-in aide is not considered a member of the assisted family. Income from the live-in aide will not be included in the family income and the live-in aide will have no rights to the voucher as a remaining household member.

A live-in aide's family member(s) may also reside in the unit, provided that the presence of the live-in aide's family does not:

- Overcrowd the unit or property (No additional bedrooms will be approved for a live-in aide's family members.), or
- Create an undue financial burden for the participant (increase the tenant's portion of the rent over 40% of AMI).

Approval of a particular person as a live-in aide may be refused or withdrawn if the person:

- Does not have a valid state government issued identification card and social security card (identification is necessary to conduct a criminal background check).

- Has ever been terminated from the Section 8 program or evicted from Public Housing for serious or repeated violation of the lease.
- Has ever been terminated from the Section 8 program for failure to report income/assets or unauthorized household members.
- Has ever been terminated from the Section 8 program for threatened abuse and/or violent behavior toward Authority personnel.
- Is subject to a lifetime registration requirement under a State sex offender registration program.
- Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Is currently engaging in or has engaged in drug-related criminal activity within the last five years (felony convictions for drug-related crimes other than drug use).
- Was evicted from federally assisted housing for drug-related criminal activity within the last three years.
- Has a pattern of illegal drug use or alcohol use that threatens the health, safety and right to peaceful enjoyment of the premises by other residents.
- Has engaged in any violent criminal activity within the last five years (serious felony convictions only).
- Is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or is violating a condition of probation or parole imposed under Federal or State law.
- Is currently on probation or parole for crimes other than traffic violations.
- Has been convicted of felony welfare fraud or forgery within the last five years.
- Commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Currently owes rent or other amount to the Authority or to another HA in connection with the Section 8 or public housing assistance under the 1937 Act.

A criminal background check will be conducted prior to approval of a particular individual as a live-in aide. Before a live-in aide or a live-in aide's family member(s) is denied residence in the unit as a result of a criminal record, the Authority will conduct an individualized assessment of relevant mitigating information to ensure that the denial advances the Authority's interest in protecting residents, participating landlords and program integrity, and to balance such interest against any unintended adverse impact on any person or group of people. Examples of mitigating information include:

- The facts or circumstances surrounding the criminal conduct;
- The age of the individual at the time of the conduct; and
- Evidence of rehabilitative efforts.

No individualized assessment of mitigating information is required, however, if the live-in aide or a live-in aide's family member(s) is or has been:

- Convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined in section 802 of Title 21;
- Convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or
- Subject to a lifetime registration requirement under a State sex offender registration program.

E. Citizenship Status

All applicants will be asked to sign a statement attesting to citizenship or non-citizenship status. Household members, who are non-citizens with legal residency status, must provide documentation of their residency status. Acceptable documentation of legal residency status includes an alien identification card or documents indicating approved residency status with an alien registration number issued by U.S. Citizenship and Immigration Services. The Housing Specialists must verify this documentation with the Department of Homeland Security's Systematic Alien Verification for Entitlements (DHS SAVE) system on the Internet. The Housing Specialists will complete secondary verification of residency status if primary verification fails. The DHS verification will be kept in the tenant file.

F. Other Required Information

In addition to information required above, the following information is needed to determine eligibility.

1. Full Application or Personal Declaration: The Head of Household will be requested to complete a "Full Application" or "Personal Declaration" form

which includes questions pertaining to family composition, income and assets.

2. Authorization for Release of Information/Privacy Act Notice: All adult household members are required to sign HUD Form 9886 "Authorization for Release of Information/Privacy Act Notice" to be retained in the tenant file. Also, adult family members must sign release of information forms for credit agencies and lending institutions. Interim changes and/or unreported income may be verified using these forms.
3. Social Security Numbers: All family members must provide a social security number or certify that they do not have one. Each member must provide verification of Social Security number, such as the Social Security card or letter from the Social Security Administration. If the applicant fails to provide verification of any household member's Social Security number (with the exception of children under six) within 90 days of the eligibility interview, assistance will be denied.

If the child under age six was added to the household 6 months prior to issuance of the voucher, then the Social Security Number must be provided within 90 days of Contract effective date. An additional 90 days may be granted if the delay was not the fault of the family. If the Social Security Number is not provided by the deadline described herein, then assistance must be terminated.

4. Proof of Citizenship: Each household member certifying citizenship must provide proof of U.S. Citizenship, such as birth certificate, passport, or Certificate of Naturalization.
5. Identification Documents: All adult family members must provide picture identification, such as driver's license, state issued identification card, student identification, resident alien card, or passport. Undocumented immigrants must present a foreign passport.
6. Criminal background information: All adult household members will be subject to criminal background screening consistent with the program's admission policies.
7. Registered Sex Offenders: Registered Sex Offenders are prohibited from admission to the program. Applicants will be asked to report if any household member is subject to a State lifetime sex offender registration requirement and will be requested to identify all states where they have lived. Registered sex offender status will be verified through the National Sex Offender Public Website (NSOPW).
8. Preference Verification: An applicant claiming a veteran and/or residency preference must provide documentation. Military discharge papers are acceptable verification of veteran preference.



Acceptable verification for residency preference includes:

- Copy of a current utility bill (electric, gas, water, or trash)
- If the applicant cannot provide a utility bill, then they must provide any two of the following items showing name and address:
  - Children's school records
  - Driver's license or car registration
  - Government mail
  - Voting pamphlet
  - Paycheck stub

For an applicant, who works in Norwalk, paycheck stubs or an Employment Verification form will serve to verify both the preference and income of the applicant.

A homeless applicant who is claiming a residency preference must be able to demonstrate that the applicant (1) lived in Norwalk just prior to becoming homeless and has not since located permanent housing; (2) at the time the application was filed or eligibility interview was conducted was living at a motel or temporary shelter in Norwalk; or (3) has a regular sleeping location, such as parked car or makeshift shelter, located in Norwalk which can be independently verified by a Coordinated Entry System lead entity serving Norwalk or an Authority approved homeless services referral organization.

Families, who do not qualify for a preference at the time the interview is conducted or who cannot verify their preference status, will be returned to the waiting list after an opportunity has been given for an informal review.

9. Family Composition: Certification by applicants will normally be considered sufficient verification of family composition. The applicant, however, will be required to provide copies of birth certificates or any related documents for dependents. If both parents of a minor child are not in the household, then a current custody order will be requested. If no legal arrangement has been made, a letter from the other parent would be acceptable. If neither document is available, the tenant certification will be accepted. If there is no parent of a minor child in the household, the applicant will be required to provide a legal document showing that an adult in the household is responsible for providing daily care and maintenance of the child, including the provision of shelter, or that the child was adopted.

A child, who is not in full custody (primary physical custody) of the applicant, will not be counted for deductions and the unit size assignment. In the case of joint custody, the child must reside in the care of the parent 51% of the time or more. Court papers are acceptable forms of verification to establish custody. However, if a court or government agency has determined that the child would reside full time with the applicant if the applicant had stable housing, then that child will be counted in the family's deductions and unit size assignment.

10. Credit Report: The Housing Specialist will obtain credit reports for all adult members of the household. The information in the credit report will be compared with the statements made by the family. Credit reports can sometimes provide useful information about current or previous employment, current or previous addresses, AKA names, social security number discrepancies, undeclared assets or real estate, and other information useful for determining the accuracy of family statements.

G. Grounds for Denial of Assistance

The Authority must deny admission into the Section 8 program if the applicant does not meet the eligibility criteria described earlier in the plan (e.g., the applicant family's annual income exceeds the income limit for a family of that size).

The Authority may not enter into any contract for an applicant who is or has been within one year;

- Any present or former member or officer of the Authority;
- Any employee of the Authority who formulates policy or who influences decisions with respect to the program;
- Any public official, member of a governing body, or State or local legislator who exercises responsibilities with respect to the program (excluding tenants appointed to the Commission); or
- Any member of the Congress of the United States.

Any of these groups must disclose this possible conflict of interest. The HUD field office for good cause may waive the conflict of interest provision.

The Authority must deny admission into the Section 8 program if an applicant or any adult member of the household:

- Refuses to disclose and/or verify social security numbers.
- Refuses to sign and submit required consent forms for obtaining information.

- Currently owes rent or other debt to the Authority, another Public Housing Authority (PHA), or landlord and the debt was in connection with public housing or Section 8 assistance. If the debt is not the result of an adverse termination or eviction, an applicant may be admitted if the debt is paid in full within 30 days of notification.
- Has ever been terminated from the Section 8 program or evicted from Public Housing for serious or repeated violation of the lease.
- Has ever been terminated from the Section 8 program for failure to report income/assets or unauthorized household members.
- Has ever been terminated from the Section 8 program for threatened abuse and/or violent behavior toward Authority personnel. Threatened abuse includes threat of violence, use of expletives that are generally considered insulting, racial epithets or other written or oral language that is customarily used to insult or intimidate.
- Is subject to a lifetime registration requirement under a State sex offender registration program.
- Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Has ever been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined in section 802 of Title 21.
- Is currently engaging in drug-related criminal activity.
- Was evicted from federally assisted housing for drug-related criminal activity.
- Is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or is violating a condition of probation or parole imposed under Federal or State law.

The Authority may deny admission into the Section 8 program if an applicant or any adult member of the household:

- Has engaged in any violent criminal activity within the last five years (serious felony convictions only).
- Is currently on probation or parole for a crime other than traffic violation.

- Has been convicted of felony welfare fraud or forgery within the last five years.

Before denying an applicant for information contained in the criminal background report, the Authority will send a letter to the applicant giving them the opportunity to receive a copy of the criminal background report upon request, dispute the report, and present any mitigating information, including:

- The facts or circumstances surrounding the criminal conduct;
- The age of the individual at the time of the conduct; and
- Evidence of rehabilitative efforts.

An applicant will be given ten (10) days to dispute the record or present mitigating information. If no response is received, the applicant fails to prove that the record is inaccurate, or the applicant fails to submit any mitigating information, then a denial letter will be sent. If the applicant submits mitigating information, then the Authority will conduct an individualized assessment of this information before determining whether to deny the applicant. The goal of this assessment is to ensure that the denial advances the Authority's interest in protecting residents, participating landlords and program integrity, and to balance such interest against any unintended adverse impact on any person or group of people.

The Authority may deny admission to a household member with a criminal history, while providing assistance to the rest of the applicant family if the household agrees to remove that household member from their application.

The family may request to add the removed household member no sooner than 12 months following admission as long as the landlord approves the household addition and an additional bedroom on the voucher is not required.

Victims of domestic violence, sexual assault, dating violence, or stalking will be given special consideration if their arrest history is a result of being a victim of such crimes. However, if a violent felony conviction is on record, the applicant cannot be considered to be a victim.

The Authority may deny participation in the program, may deny issuance of another voucher to a participant who wants to move to another unit, and may decline to enter into a Housing Assistance Payments (HAP) Contract or approve a lease if applicant or participant:

1. Has committed any fraud in connection with any federal housing program. If the fraud was in connection with the Section 8 program, then the applicant must be denied.
2. Provides false information or statements to the Authority.

3. Has violated any of the family obligations under the Housing Choice Voucher Program or HUD-VASH program (see pages 63-65).

H. Informal Review for Denial of Issuance of Initial Voucher

The applicant may request an informal review if denied an initial voucher. See “Complaint and Appeal Procedure” in Exhibit II.

**IV. Annual Income, Assets and Allowances**

Computation of the annual income, adjusted annual income and rent portions for the Housing Choice Voucher Program is in accordance with HUD regulations. The purpose of this section is to describe the Authority’s policies in the areas where HUD gives the Authority discretion to determine income, assets and allowances, and describe the Authority’s verification procedures.

A. Determination of Annual Income

Annual income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the next 12-months following admission or annual reexamination effective date; and which are not specifically excluded by HUD. Annual income also includes amounts derived from assets to which any member has access. For a list of HUD required income exclusions, see Exhibit VI.

Income of all adult members of the family (age 18 and over) will be included in the income calculation. This includes adults, who are absent temporarily. A temporarily absent family member is any family member approved by the Authority to reside in the unit unless that family member has moved-out for an indefinite period and is able to provide a permanent address. Benefits received by children, such as SSA/SSI and welfare, are also counted.

If an adult child is attending school full-time and living elsewhere during the school year but returns during breaks, the student will be included in the household and the first \$480 of the student’s wages will also be included. The full amount of any non-wage income is included in the household income. The income of a family head or spouse, who is a member of the armed forces and will not be living in the dwelling, will be included, except for hazardous duty pay.

If a household member is confined to a nursing home or is otherwise expected to be absent from the household for 90 days or more, he/she will be removed from the lease, and the income, assets (unless held jointly with the remaining family member) and deductions will be excluded.

Temporary or sporadic income is not counted in annual income. Generally, amounts that are neither reliable nor periodic are considered sporadic, and should be excluded from annual income. Temporary employment may be counted in annual

income if the family expects to continue another temporary assignment after the current assignment ends, or shows a history of receiving regular assignments.

*Regular Contributions and Gifts:*

The Authority will count as income any regular contributions and gifts (monetary or not). Loans received from non-household members will be counted as income unless the family can document a history of repayment or a reasonable ability to repay the loan. The family is required to report any assistance they receive with bills or other non-monetary support they receive from non-household members. Examples of non-monetary income include but are not limited to a non-member of the household who: pays the family's monthly car payment, regularly buys groceries, diapers, or other goods for the family, allows use of credit cards, or who pays the utility bills.

Additional deposits to a household's bank account from a source outside of the household that are in excess of reported income will be counted as additional household income, because the funds are available for use by the assisted household. Regular non-monetary support will be counted as income, unless the support is specifically for reimbursement of medical expenses of any family member. The individual providing the support will complete a "Family Support Verification" form.

*Employment Income:*

To determine the annual income from employment, information provided on the Enterprise Income Verification (EIV) System, Upfront Income Verification (UIV) or tenant provided documents generated by a third party will be used. A minimum of three (3) current and consecutive pay stubs will be used to calculate gross wages. If wages and other employment compensation are highly variable, than more pay stubs or YTD information may be used.

If a household member has two or more seasonal sources of income, then seasonal income will be included in income only for the months that income is anticipated and will be averaged over the 12-month period. Applicants/participants must report the amount and source of cash "under the table" earnings, as well. The Authority will attempt to verify the exact cash earnings with the employer when other documentation exists.

*Self-Employment/Business Income:*

The net income of the business will be counted as annual income. However, business expansion activities will not be an allowable expense. Business expansion activities include the cost of acquiring or leasing a business, additional equipment, business property, additional space for expansion purposes, or vehicles. To determine self-employment or business income, the tenant must supply an earnings and expense statement recording their business activities over the past three months. The tenant may also be required to supply last year's complete tax return

with all schedules. The Authority may elect to use the net business income reported on the tenant's tax return from the previous year to calculate the TTP. If a tax return was not filed, the tenant will be required to sign IRS form-4506. The Housing Specialist may submit IRS form-4506 to the IRS to verify the tenant's statements.

*Unemployment Benefits:*

Although unemployment benefits may last six months or less, the total weekly benefit amount will be multiplied by 52 weeks to annualize the income. The tenant must request an interim reexamination when the unemployment benefits terminate.

*Welfare Benefits:*

If the participant is receiving only welfare income and is not being sanctioned, the current monthly cash aid amount verified by the Department of Public Social Services (DPSS) will be multiplied by 12 to annualize income. However, if the participant is also working variable hours and the welfare benefit routinely changes, the Authority will request a history of the benefit amounts from DPSS and determine the average monthly benefit amount.

General relief may sometimes last nine months out of the year. However, the monthly general relief amount will be multiplied by 12 months to annualize the income. When the benefit stops, the participant must request an interim reexamination.

*Social Security, Pension, Disability:*

The current, verified benefit (gross) amount is used to calculate annual income unless otherwise directed by HUD.

*Child support/Alimony:*

The Authority will calculate child support and alimony income based on the court award, unless the family can provide documentation that they are not receiving the court-awarded amount. When the amount is variable, the Authority will use the last three to six months of child support payments and project the annual income based on these amounts. If the payments are sporadic (received in unpredictable and irregular intervals), the Authority will not count the income.

*Benefit Reduction Due to Prior Overpayment:*

If a benefit, such as Social Security, is reduced due to a previous overpayment, the new benefit amount less the overpayment will be used to calculate income only while the reduction is in force. However, if the benefit was reduced due a tax levy or garnishment, the gross benefit amount will be included in annual income.

*Regular Withdrawal of Asset:*

The withdrawal of cash or assets from an investment that is received as periodic payments is counted as income, unless the family can document that amounts withdrawn are reimbursement of amounts invested. When a family is making a withdrawal from an account in which it has made an investment (e.g. annuity, IRA, etc.), the withdrawals will count as income only after the amount invested has been totally paid out. At that point, the investment will no longer be counted as an asset.

*Student Financial Assistance:*

Student financial assistance (excluding loan proceeds) in excess of amounts received for tuition and other required fees and charges will be counted as income. The full amount of student financial assistance will be excluded if the student is at least 24 years of age with a dependent child or applying for or receiving assistance with his or her parents.

*In-Home Supportive Services (IHSS):*

Wages from In-Home Supportive Services (IHSS) or other income paid by a State agency is counted as income unless the income is off-setting the cost of services and equipment needed to keep a developmentally disabled family member in the assisted household. To verify a family's eligibility for the income exclusion, a State agency, Regional Center caseworker and/or doctor must verify that the disabled household member receiving IHSS services is developmentally disabled as defined by the State of California and that the IHSS was granted to prevent the institutionalization of the child.

B. Lump Sum Payments Counted as Income

Generally, lump sum amounts received by a family, such as inheritances, insurance settlements, or proceeds from sale of property are considered assets, not income. When Social Security, SSI or VA benefit income is paid in a lump sum as a result of deferred periodic payments, that amount is excluded from annual income.

However, lump sum payments caused by delays in processing periodic payments for unemployment, welfare, child support, or other income are included as income. If the lump sum was paid prior to participation in the program, it will be treated as an asset.

A lump sum payment resulting from delayed periodic payment of benefit or other income will be treated as follows:

An interim will be performed when the family begins receiving the benefit or income. The annualized amount of the benefit or income will be added to the lump sum payment to determine annual income. For example, if the unemployment benefit is \$100 per week and the family received a lump sum of \$500, the annual income will be  $(\$100 \times 52) + \$500 = \$5,700$ . The effective date of the interim reexamination will be the first day of the second month following the family's receipt of the first payment.



C. Assets and Asset Income

The total value of all assets and of income derived from assets must be determined as a part of the income calculation.

*Checking and Savings Accounts:*

Typically, the value of the asset is equal to the three (3) month average balance derived from three (3) current and consecutive bank statements. If the account statements are quarterly or yearly (instead of monthly), then only the most recent statement will be required, and the ending balance of the most current statement is used as the value of the asset. The value of each account will be rounded up or down to the closest \$1.

The current interest rate provided on the most current bank statement will be applied to the average balance to determine the asset income. Each account's asset income will be rounded up or down to the closest \$1. For example: If the account's asset income is \$0.49, then it is rounded down to \$0.

*Retirement Accounts:*

Balances held in retirement accounts are counted as assets if the money is accessible to the family member. For individuals still employed, accessible amounts are counted even if withdrawal would result in a penalty. However, amounts that would be accessible only if the person retired or terminated employment are not counted as an asset. To determine the value of the asset, the Authority must obtain information concerning the amount currently available to the participant and any penalties for early withdrawal. If there is a penalty, the value of the asset equals the account balance minus the penalty, excluding tax withholding.

A current account statement may be used to determine the asset value. Tenant-provided documents concerning penalties and availability of funds may be used in lieu of a third-party verification, if available.

If the account statement does not provide an interest/dividend rate, but there is actual interest/dividend earnings shown on the statement, then asset income is calculated using the actual earnings.

*Life Insurance:*

Only the cash surrender value of the policy will be counted as an asset. If the policy earns dividends or interest that the family could elect to receive, then the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it. A current policy statement or other information provided by the participant will be used to determine the policy's cash surrender value and dividend income. If this information is not available, then a third-party verification form will be sent to the insurance company.

*Certificates of Deposit, Stocks and Other Investment Accounts:*

The value of the asset is equal to the current account balance less broker fees and penalties (or cash value). If there is an interest rate, it will be applied to the current balance (or market value). The value of the asset will be determined using one current account statement.

*Real Property and Personal Property:*

The value of necessary items of personal property, such as furniture, clothes and automobiles are excluded, unless a non-household member is purchasing them on behalf of the assisted household (see page 21 concerning non-monetary income). The value of real estate is counted as an asset. However, timeshares are not counted as an asset because they almost always depreciate in value.

*Jointly Owned Assets:*

If an asset is jointly owned in an “and” or “or” account with a non-household member, all of the asset value and asset income will be included. However, if real estate is jointly held, the value of the asset will be based on a percentage ownership determined by the number of owners. For example, if the property is owned jointly by two people with only one owner living in the assisted household, the percentage ownership will be 50%, so 50% of the net value of the asset will be added to the family’s total assets.

*Assets Disposed of for Less than Fair Market Value:*

A threshold of \$10,000 or more is used to determine if an asset is disposed of for less than fair market value. For example, if a family had a CD valued at \$10,000 but gave the money to a non-household member as a gift, then the \$10,000 will be counted as an imputed asset for two years.

*Lump-sum Additions to Assets:*

Families are required to report lump-sum additions to their assets in excess of \$10,000. Examples of lump-sum additions are inheritance, one-time withdrawal from a retirement account, lottery winnings, insurance payment, capital gains, cash from sale of asset, or legal settlement. In order to be counted as an asset, the family must put the lump-sum or some portion of it into an account (savings, checking, C.D., IRA, stocks, etc). If the family spends the lump sum within two months, the lump sum will not be counted. However, if the family disposes of \$10,000 or more of the lump-sum for less than Fair Market Value, the amount disposed will be counted as an imputed asset for two years.

*ABLE Account:*

Although ABLE accounts are excluded from the asset and income calculation (see Exhibit VI), the account must be verified as a qualified ABLE account. The

Authority will request information identifying the designated beneficiary and the State ABLE program administering the account in order to verify that the account qualifies for the exclusion.

D. Adjusted Income and Allowances

Adjusted income is the annual income of the family less any HUD required deductions. The HUD mandatory deductions are:

1. \$480 for each family member (except Head of Household, spouse, foster child or live-in aide) who is under 18 years of age, disabled, or a full-time student. A full-time student is defined as a student carrying 12 or more credits or is otherwise defined as full-time by the educational institution. In order to maintain full-time status, a student must successfully complete 12 or more credits a semester. See page 55 for more details.
2. \$400 for any elderly family or disabled family in which the head, co-head or spouse is at least 62 years of age or a person with disabilities.
3. Child care expenses: Reasonable cost for the care of children including foster children, age 12 and younger, may be deducted from annual income if all of the following are true:
  - The care is necessary to enable a family member to work, look for work, or further his/her education;
  - The expense is not reimbursed by an agency or individual outside the household; and
  - The expense incurred to enable the family member to work does not exceed the amount earned or an amount deemed reasonable by the Authority.

If the applicant/participant is unable to provide child care payment receipts, then the child care provider will be requested to complete a third party verification listing names of children, hours and days of care, and fee. To determine if the cost of the child care is reasonable, the Authority will use the current Department of Education's "Regional Market Rate (RMR) Ceilings for California Child Care Providers." If the cost of the care exceeds the published RMR, the child care expenses for the family will be capped at the RMR.

The calculation of the annual child care expense will include changes in hours of care anticipated during the school year. Hours of child care will be compared to qualifying activities and only child care provided during the times the family member is engaged in qualifying activities will be counted.

The Authority will assume that the child care expenses enabled the lowest paid individual to work, unless this is obviously not the case. If the childcare is necessary to permit employment, the amount of the childcare deduction cannot exceed the amount of employment income included in annual income. For example, if a family member earns \$15,000 a year, but because they qualify for EID, only \$5,000 is included in the calculation of annual income, the amount of childcare expenses that can be deducted from annual income is limited to \$5,000.

In order to verify if the child care is enabling a family member to seek employment, the family member must provide documentation that includes a record of companies contacted, their business addresses, phone number, and dates on which employment was sought. If the family member is attending a vocational school or attending classes to learn job search skills or to obtain a certification or degree, documentation of the class hours will be acceptable.

4. Medical expenses: The medical expense deduction is permitted only for households in which the head or spouse is at least 62 years of age or disabled. If the household is eligible for a medical expense deduction, the unreimbursed medical expenses of all family members will be counted. Medical expenses are expenses anticipated to be incurred during the 12 months following the certification or reexamination, which are not covered by an outside source such as insurance. If the family has medical expenses and no disability expenses, the allowable medical expense is that portion of total medical expenses that exceed three percent of annual income.

A variety of methods will be used to anticipate a participant's medical expenses for the year. These methods include: Use of pharmacy print-outs to determine cost of medicine and frequency of use, use of pharmacy and/or doctor's visit receipts with participant's or doctor's statements concerning the frequency of visits, monthly payments on accumulated medical bills or statement from doctor concerning cost of upcoming medical procedure. Acceptable medical expenses are listed in IRS Publication 502.

5. Disability assistance: Families are entitled to a deduction for unreimbursed expenses to cover care attendants and auxiliary apparatus for any family member who is a person with disabilities to the extent these expenses are necessary to enable a family member (including the member who is a person with disabilities) 18 years of age or older to be employed. Acceptable disability expenses include the cost of day care for a disabled household member, food, supplies, and medical expenses for a care animal, transportation, and wheelchairs, walkers or other special equipment.

The disability expenses may not exceed the earned income of the family member enabled to work. If more than one person is enabled to work, the disability expenses cannot exceed the combined income of those enabled to

work. If the apparatus is not used exclusively by a person with disabilities, the expense will be prorated based on amount of use by the person with disabilities. If the same expense can be treated as either a disability expense or a medical expense, the Authority will count it as a medical expense.

E. Verification Process

All income, assets, and expenses will be verified through UIV or tenant provided documents generated by a third party whenever possible. Wages, unemployment and social security benefits will be verified using EIV at annual and interim reexaminations.

A tenant provided document generated by a third party source is an original or authentic document generated by a third party dated either within the 60-day period preceding the reexamination or the Authority request date.

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

For new income sources or when tenant provided documents are not available within 21 days of the request, the Authority will project income based on the information from a traditional written third party verification form or the best available information. If UIV or 3rd party information is not available, a certified tenant statement may be used as verification of income, as well as income tax returns, if available. The Housing Specialist will document the tenant file as to what verification method was used and why.

The Authority may reject any tenant provided documents and follow-up directly with the source if:

1. The document is not an original;
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (does not appear authentic).
4. The document is missing pages or incomplete.

EIV income data will be compared to tenant-reported income. The difference between EIV income data and tenant-reported income will be considered substantial if it is \$200 or more per month. When EIV data is not substantially different than tenant-reported income, then the Authority will use tenant provided documents to calculate anticipated annual income, such as original pay stubs, bank

statements, benefit award letters, notices from the employer, or any credible information deemed acceptable by the Authority.

When EIV data for wages or unemployment benefits is substantially different than tenant reported income, the Authority will request documents from the tenant or if documents are not available, written third party verification from the discrepant income source.

F. Determination of Tenant Rent and Minimum Rent

Calculations are processed through an automated computer system according to HUD regulations after income and rent data have been entered. The minimum rent is \$50.00 effective February 1, 2014.

G. Minimum Rent Hardship Exemption

The Authority must grant an exemption from payment of the minimum rent if the family is unable to pay the minimum rent because of financial hardship. If a hardship exemption is granted, the family share reverts to the highest of the remaining components of the calculated TTP.

The hardship exemption applies only to families that are required by the TTP formula to pay the minimum rent. Families cannot request a hardship exemption if the family's calculated TTP is higher than the minimum rent.

There are four circumstances that qualify as hardships:

1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program.
2. The family would be evicted because it is unable to pay the minimum rent.
3. Family income decreased because of changed family circumstances, such as loss of employment or the family's sole income earner moved out.
4. A death has occurred in the family.

The Authority will determine if the hardship is temporary (90 days or less in duration) or long-term. The family must repay the difference to the Authority if the hardship is deemed temporary.

The hardship exemption will automatically end on the first of the month after the family has an increase in income resulting in a TTP which exceeds the minimum rent.

## H. Utility Reimbursement Payment

If the tenant's income is low enough such that the total subsidy is an amount greater than the rent to owner, the Authority makes a payment to the tenant to cover the tenant's utility costs. This payment is known as the utility reimbursement payment (URP). The Authority issues the URP directly to the tenant on a monthly basis. If the monthly payment is \$15 or less (\$45 or less quarterly), the tenant may request to be paid on a quarterly basis.

Quarterly URPs will be issued only upon the request from the tenant and participation is strictly voluntary. If the tenant is receiving quarterly URPs, the tenant may cancel this request and return to monthly payments at any time. Quarterly payments will only be made on a retroactive basis.

## V. **Briefing and Voucher Issuance**

### A. Briefing Sessions

At the time a family is issued a voucher, a full explanation of vital program information will be given at a briefing session. Briefing sessions will be conducted either in small group sessions or individually, as deemed appropriate for the families' full understanding of program requirements. Bilingual meetings will be held if necessary.

Eligible families will be issued a "Briefing Packet" containing all HUD required documents, each of which will be explained thoroughly during the briefing session. Family Obligations will be reviewed with the family so that they are informed as to their expected behavior and reasons for termination. Families will be made aware that past rental history may be shared with prospective owners. Also, families may be advised of owners who have been terminated or banned from further participation in Section 8 Housing Choice Voucher Program. Step by step techniques will be used to assure each family's understanding of how to explain the program to prospective landlords, negotiate rent amounts, and determine if a unit meets Housing Quality Standards. Questions will be encouraged throughout.

In addition to individual counseling and help in negotiation with owners, families alleging discrimination will be advised of their right to file an Equal Opportunity Complaint form, HUD-903.1. Authority staff will assist households alleging housing discrimination with completing and submitting necessary forms, if needed. Since the City of Norwalk contracts with the Fair Housing Foundation, families may be referred there if deemed appropriate. Also, a household may be granted additional time on their voucher if the voucher holder filed a discrimination complaint with the proper fair housing agency as a result of housing discrimination that occurred during the voucher term (see page 33-34). Briefing meetings will include an explanation of fair housing laws and how to identify discriminatory practices. Families will be provided a fair housing booklet. Portability will also be explained as well as a family's eligibility for portability transfers.

Voucher holders will be provided information on how the selection of a unit for more or less than the applicable payment standard affects their rent payment. They will be provided with an estimate of the monthly housing voucher subsidy. Families will also be briefed on the initial maximum rent burden of 40% of their income. Families may not pay more than 40% of their income for rent and utilities when they initially move into a unit.

B. Income Eligibility Throughout Admission Process

Applicants must remain income eligible throughout the admission process. The admission process begins on the date of the eligibility interview and ends on the date the lease begins. Applicants will be advised that they must immediately report any income changes. The Authority will not recertify income eligibility unless a change in income or family composition is reported. If the household's income increases after the eligibility interview and the new income exceeds the income limits of the program prior to the beginning of the new lease, the voucher will be revoked. If a household fails to report a change of income, and it is later found that they were over-income at the time the lease was signed, the household will be terminated from the program and be required to repay the Authority for the full amount of housing subsidy provided.

C. Voucher Packet

Voucher holders will be issued a packet containing information determined to be useful to the voucher holder. The following documents will be included in the voucher packet:

- Housing Choice Voucher information packet includes information about voucher extensions, selecting a unit, inspection procedures, leasing and lease term, subsidy calculations, security deposit, discrimination, and eligible housing types.
- Worksheet with the family's maximum subsidy, estimated tenant rent, and rent to owner.
- Copy of the Housing Choice Voucher.
- Request for Tenancy Approval, W-9, and leasing instructions for owner.
- Sample lease and Section 8 Tenancy Addendum.
- Owner Guide to the Section 8 Program.
- "A Good Place to Live!" booklet.
- Complaint and Appeal Procedure.
- Family Obligations.



- Portability information and procedures.
- Utility allowances, payment standards, subsidy standards, and income limits.
- Fair Housing brochure and Form HUD-903.1.
- “Protect Your Family From Lead in Your Home” booklet.
- City of Norwalk map with information about high poverty census tracts.
- Reasonable Accommodations Policy.
- A list of community resources, which includes disability services and advocacy groups, centers for independent living, state Medicaid agencies, counseling services, and accessible housing
- Policy regarding interim reexaminations
- Notice of Occupancy Rights Under VAWA and HUD-5382

D. Subsidy Standards

The Authority will assign the smallest number of bedrooms on the voucher while avoiding overcrowding and complying with applicable HQS (Refer to Exhibit D). Once an applicant is found eligible for a voucher, additional household members cannot be added if the added members will increase the voucher size to be assigned. Consideration will be given to the family's request and circumstances when issuing a voucher in the appropriate bedroom size. A larger unit than designated by the subsidy standards may be approved by the Housing Manager on a case-by-case basis. Generally, a larger unit would be considered in cases where it is necessary as a reasonable accommodation for a disabled family member only if funding is sufficient to support a larger subsidy (see Section XI).

For project-based voucher assistance, occupancy standards will be set based on the characteristics of each property. If a PBV tenant's family size increases, they will be placed at the top of the project's waiting list for the next sized unit, if eligible. Likewise, if the PBV tenant's family size decreases, the tenant will be notified that they must move into a downsized unit, as soon as one becomes available.

E. Failure to Keep Briefing Appointment

Households who fail to keep an initial briefing appointment will be rescheduled for the next briefing session. If the household fails to keep the second appointment, the application will be removed from the waiting list and the voucher will be canceled. The household will be sent a notification advising them that their application has been canceled, the reason for this action, and of their right to request an informal review within ten (10) days of the date of the letter.

If the household responds within the ten (10) day period allowed, and the Authority determines that the household had good cause for missing the appointment, the application will be reinstated and the appointment rescheduled for the next available briefing session. If the household does not respond or the Authority determines that the household did not have good cause for missing the appointments, the application will be canceled.

F. Voucher Term and Extensions

The family must locate an acceptable unit within 180 days. The Authority may issue the voucher incrementally or for the full 180 days at the discretion of Authority personnel. If the voucher is initially issued for less than 180 days, the family may request an extension of the term.

Under limited circumstances, the Authority may extend the voucher term beyond the 180 days as a reasonable accommodation for persons with disabilities. Requests will be reviewed on a case-by-case basis, but extensions may be approved under the following circumstances:

- The voucher holder has been hospitalized or immobilized by a disability during the voucher term;
- The voucher holder filed a discrimination complaint with the proper fair housing enforcement agency as a result of housing discrimination that occurred during the voucher term; or
- The voucher holder or household member requires specific accommodations that are not commonly available in the existing housing stock (such as wheel chair access).

Households, with or without disabilities, may also receive an extension under the following circumstances:

- The voucher holder or household member experiences a lengthy illness during the voucher term;
- The voucher holder's immediate family member dies during the voucher term. Immediate family member includes a household member, spouse/partner, parent, sibling, or child; or
- The voucher holder filed a discrimination complaint with the proper fair housing agency as a result of housing discrimination that occurred during the voucher term.

A request for an extension of the voucher term must be made in writing and received by the Authority before the expiration date on the voucher. A request for extension received after the expiration date will be denied. In all cases, the

maximum extension granted will be 60 additional days unless the length of the illness, hospitalization, and/or convalescence exceeds 60 days.

When the voucher holder submits a Request for Tenancy Approval (RfTA), the request will be date stamped by staff. The RfTA will not be accepted if it is received after the expiration date of the voucher, unless the voucher expired on a day that the office was closed. If the voucher expires on a day that the office is closed (i.e., weekend or holiday), the RfTA will be accepted on the next business day.

If the request does not result in a lease, the time elapsed, between submission of the RfTA to the Authority and the notification by the Authority to the tenant that the requested unit is not eligible for the program, will be added to the expiration date on the voucher (tolling days). If the Request for Tenancy Approval was received on the final expiration date of the voucher or any extension, no voucher suspension days will be provided.

When a voucher expires, the family may reapply; however, they would be placed at the bottom of the waiting list within the appropriate preference category. If the Authority has suspended application taking, the family would need to wait until applications were being accepted to reapply.

G. Moves with Continued Assistance

In order to receive a voucher to move, a participant must provide the Authority with a copy of the 30 day notice that was given to the landlord or a copy of the owner provided notice and a current rent receipt. If the tenant owes rent or received a notice to move from the landlord stating that the tenant violated the lease, the tenant will not be issued a voucher and assistance will be terminated.

Participants may receive up to 180 days to search for a rental unit. The voucher will be issued effective the same date the notice to move was issued by the participant or the owner. If an extension request is received before the expiration date on the voucher, extensions beyond the initial term may be granted on a case-by-case basis as long as the new expiration date on the voucher does not exceed 180 days from the move-out date. Additional time beyond this may be considered only in accordance to Section V.F.

H. Portability of Voucher

An applicant would be eligible to move to another jurisdiction under the portability provided that the family resided in the City of Norwalk at the time they filed their initial application and sufficient funding is available to support the portability move. All others would need to live in the City of Norwalk for one year under the program before being eligible to port-out of the City of Norwalk. Exceptions to this policy may be made if the applicant qualifies for VAWA protections and has requested an emergency transfer.

For restrictions on the portability of participants, see Section VII.F.

I. Family Break-up

In the event of a family break-up, the Authority will review which family member(s) will retain the voucher in the following priority order:

1. The domestic violence victim if separation is due to actual or threatened incidents of domestic violence, dating violence, sexual assault, or stalking.
2. The household member designated by the courts in a legal divorce or separation.
3. The household member(s) chosen and mutually agreed upon by the household members.
4. The party who has custody of the youngest child.
5. The person remaining in the unit.

The household members(s) retaining the voucher must be income eligible. If they do not qualify for the current unit or have not remained in the unit, 180 days will be provided, plus approved extensions, to locate a suitable unit. If not, the Authority will recapture the assistance.

Under no circumstances will a perpetrator of domestic violence be allowed to retain the voucher. If two household members contend the other is the perpetrator, then the Authority will determine the actual victim through third party verification, criminal background histories, or other credible sources.

If assistance is denied to one or more family members in favor of other members in the family, the decision will be made in writing with an opportunity for an informal hearing.

J. Death of Head of Household

When the Head of Household dies the surviving adult family member becomes the new Head of Household and assistance continues without interruption. The surviving adult household member may not be a live-in aide and must have been an Authority and owner approved household member prior to the death the Head of Household. Unauthorized household members, non-household members (such as relatives), and live-in aides have no rights to the Voucher. When a Head of Household is the only household member, assistance will be terminated at the end of the month in which the participant died. Should the Head of Household die leaving only minor children in the household, the Authority will continue to provide assistance to the children and their new legal guardian as long as that person is income eligible, passes the criminal background check and remains the legal guardian for the surviving family members.

K. Temporary Absence of Parent/Guardian of Minor Children

Should the parent or guardian of minor children be temporarily absent (less than 90 days) and there is no other adult in the household, a caretaker may move into the unit to care for the minor children.

The approval of a caretaker is at the owner and Authority discretion and subject to the owner and Authority's screening criteria. If neither a parent nor a designated guardian remains in a household receiving assistance, the Authority will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases, the Authority may extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship has been legally awarded to a caretaker, the Voucher will be transferred to the caretaker.
4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

L. Leasing Goals

The Authority will attempt to maintain a lease-up rate of 95% or more and may issue vouchers as necessary to meet leasing goals and comply with HUD regulations. The determination as to when to issue new vouchers will be made by the Housing Manager in accordance with current HUD requirements and budget limitations.

**VI. Housing Quality Standards and Rent Reasonableness**

A. Housing Quality Standards (HQS) Inspection Procedures and Performance Standards

Inspections will be conducted in accordance with all applicable HUD regulations and the policies and procedures outlined in the Administrative Plan, including lead-based paint regulations and procedures outlined in Exhibit IX.

A unit occupied by a household assisted through the program must meet minimum Housing Quality Standards (HQS). The inspectors will be trained by the senior Housing Specialist and will be given the opportunity to attend training, as it becomes available, to become certified HQS Inspectors. Additionally, all staff performing inspections will complete HUD's Visual Assessment training for lead-based paint. The Housing Manager or senior Housing Specialist will conduct random quality control inspections of a sample of leased units to ensure that the units meet HQS. The number of quality control inspections will be based on Section 8 Management Assessment Program (SEMAP) requirements.

Initial inspections will be conducted prior to execution of a lease agreement and Housing Assistance Payments (HAP) Contract for tenant-based voucher or lease effective date for project-based voucher and within 5 business days of the receipt of the Request for Tenancy Approval (RfTA). The voucher clock is suspended for any time the unit is not available for inspection. Applicants are advised not to move into the unit until the Authority has approved the unit for occupancy. Owners and tenants will be notified in writing to correct all deficiencies, which do not conform to HQS, prior to unit approval. A re-inspection will be conducted to verify that requested repairs have been completed. If the repairs are not made in a timely fashion, the Authority reserves the right to deny the unit and cancel the RfTA.

Annual inspections will be conducted on leased units prior to the anniversary date of the lease. Both the tenant and the owner will be notified in writing of the annual inspection appointment at least ten days prior to the appointment.

Between annual inspections, a tenant or landlord may request a special inspection. If a participant or government official reports a life-threatening condition, the Authority must conduct an inspection within 24 hours of receiving notification. If it is non-life threatening, the Authority will conduct the inspection within 15 days of receiving notification.

If the tenant fails to keep the HQS inspection appointment, the Housing Specialist will schedule another HQS inspection appointment in writing. If the tenant fails to keep the second appointment, the tenant will be given a termination notice and an opportunity for an informal hearing.

If the unit fails HQS inspection, both the tenant and the owner will receive a written list of the deficiencies. The deficiency notice will include an appointment date for the follow-up inspection or due date for the Self-Certification of Repairs. Typically, the owner is responsible for making all repairs. If the repairs are due to tenant-caused damages beyond normal wear and tear or the repair is to a tenant-supplied appliance, the owner may make the repairs and charge the repair costs to the tenant. However, if the owner feels the tenant should make repairs, then the owner must submit a notice to the tenant listing the repairs that are the tenant's responsibility. A copy of this notice must be given to the Authority. On a case-by-case basis, the Authority may also determine who (tenant or owner) is responsible for repairs.

The Authority may elect to allow a landlord to provide a self-certification of repair completion when non-emergency repairs and non-life threatening or safety hazards are identified. This certification may stand in place of a follow-up inspection appointment as verification that all HQS deficiencies have been corrected. On a case-by-case basis, the Authority will determine if a follow-up inspection is necessary or if a self-certification will be accepted. This determination will be based upon the severity of the corrections to be made and/or the Authority's experience with the owner and property.

The self-certification is allowed only at annual recertification (not for initial inspections or in the case of life threatening deficiencies requiring 24-hour repair). The self-certification requires the owner to complete all required repairs; inspect the unit to verify tenant repairs are complete; sign the form; and collect the tenant's signature also verifying repairs are complete. If it is clearly determined at a later date that certified repairs were not made, the Authority reserves the right to deduct HAP; terminate the HAP Contract; or disbar the Landlord from the program.

If the deficiencies are life threatening (see VI.C for list), both the owner and tenant will be verbally informed of the deficiencies and a follow-up inspection will be conducted within 24 hours. If the deficiencies are not life threatening, the follow-up inspection must be conducted or self-certification received within 30 days of the first inspection. The Housing Specialist may approve extensions beyond the 30 days if requested by the owner or tenant.

Extensions may be approved under the following circumstances:

- Parts necessary for making the repairs have to be ordered;
- Extensive repairs are needed, which require the expertise of a professional contractor;
- Owner or authorized agent was out of town for more than two weeks from the date of the inspection;
- Owner or authorized agent was hospitalized during this period;
- Owner has applied for a loan or city grant program to make the repairs;
- Tenant would not let owner into the unit to make repairs (owner must provide proof of proper notice); or
- Other circumstances as approved by the Housing Manager.

If deficiencies are the tenant's responsibility and they are not repaired within 30 days or the time allowed by an approved extension, the tenant will be given a written notice of termination and an opportunity to request an informal hearing. If the deficiencies are the owner's responsibility and are not repaired within 30 days

or approved extension, both the tenant and the owner will be given a written notice of rent abatement. Owners will not be penalized if a follow-up inspection could not be performed within 30 days due to the tenant's failure to keep an appointment, tenant's request to reschedule appointment, or Authority delay due to staff shortage or scheduling problems.

Abatement will start on the first of the month following the abatement notice. Rent abatement will continue for a maximum of ninety (90) days. If the repairs are not completed during the ninety-day abatement period, the Contract with the owner will be terminated. If the owner completes the repairs during the ninety-day abatement period, it is the owner's responsibility to inform the Housing Specialist and arrange for a follow-up inspection. Abatement will end on the day the unit passes inspection. Abated rent is not refundable to the owner.

The Authority will also conduct complaint inspections when requested by the owner or the tenant. A move-out inspection may be conducted (at the request of the tenant or the owner) when a tenant vacates, to assess the condition of the unit in the event the owner is eligible to submit a damage claim. If the Contract for the unit does not contain a damage claim provision, the Authority will not conduct a move-out inspection.

A report of every inspection will be prepared and maintained in the tenant's file or in the Authority's software.

B. Special Housing Quality Standards

Units will be inspected to ensure compliance with HUD published Housing Quality Standards (HQS). In order to pass HQS inspection, units must also comply with the following local standards:

Water Heaters – All water heaters, whether they are located in the unit or elsewhere on the property, must have a temperature pressure relief valve with discharge line. The discharge line for the relief valve may be no more than 2 feet and no less than 6 inches from the ground. The discharge line should be 3/4" metal or CPVC pipe with no threading on the end. Also acceptable is a discharge line connected to a cold water line. PVC or other plastic material, other than CPVC, is not acceptable.

Additionally, each water heater unit must be securely fastened to a wall stud with seismic straps. Strapping must encircle the water heater and be secured on both sides of the heater. Straps must be made out of solid metal, no less than 1" width and be attached to adjacent walls at studs using lag screws with flat washers. The water heater must have two (2) straps in two (2) locations approximately 1/3 up from bottom and 1/3 down from the top of the water heater. For water heaters installed prior to this requirement, a Y-brace secured at the top of the water heater is acceptable.

Window Screens – Window screens must be present on at least one window per room. A unit will fail if screens are damaged, torn, or missing.



Smoke Detectors – Smoke detectors must be mounted on the ceiling at least 4” from the wall or mounted on the wall between 4-12” from ceiling. Smoke detectors must be located in the corridor or area giving access to rooms used for sleeping purposes. In a multi-story unit, a detector must be installed on each level. Where sleeping rooms are located on an upper level, a detector shall be placed at the center of the ceiling directly above the stairway per California State Health and Safety Code, Section 13113.7.

Carbon Monoxide Detectors – Effective July 1, 2011, California state law requires installation of a carbon monoxide detection device in single family homes that contain a fossil fuel (gas, coal, kerosene, oil, wood, petroleum or hydrocarbon products) burning appliance, heater, or fireplace and/or have an attached garage. Effective July 1, 2013, this requirement will also apply to multi-family housing units, condominiums, mobile homes, and other dwelling units.

Fire egress – Sleeping rooms shall have at least one operable window or door approved for emergency escape or rescue which shall open directly into the outside per Code Section 1204. Such a window shall have a minimum net clear opening of 5.7 square feet. The minimum net clear opening shall be 24 inches high and 20 inches wide. The finished sill height shall not exceed 44 inches above the finished floor.

Deadbolts – Operable deadbolts are required per California Civil Code 1941.3 on each main swinging entry door of a dwelling unit. This could be a security door with a deadbolt or other exterior door. The deadbolt cannot be double-keyed.

Windows and window locks – Double hung windows must operate as designed. In other words, they must be self-suspending while open. Window locks are required on all windows (unless window was nailed shut, was not designed to open, or has functioning security bars). C-clamps and other similar locks will be acceptable.

Telephone jacks – Per California Civil Code 1941.4, the dwelling unit must have at least one usable telephone jack. The owner is responsible for installing and maintaining the inside telephone wiring in good working order.

Minor water leaks and drips – The unit will fail in all cases where minor water leaks or drips are observed.

Heaters – All units must have a permanently installed fixed heating system.

Stoves and refrigerators – must be installed and in working order. Refrigerators must be full size with a separate freezer. Compact or desk height refrigerators are not acceptable.

Lead Paint Testing – If a clearance examination is required after paint stabilization work was performed, the Authority will pay for the first clearance examination. If the unit fails the clearance exam, the owner will be required to conduct any necessary lead paint hazard removal and pay for the second clearance exam.

Manufactured home tie-downs – The Authority will accept a signed affidavit from the manufactured home owner that the home was tied down properly and in accordance with State of California requirements.

Common areas and amenities – Shared/common areas of the premises, such as lobbies, walkways, swimming pools, mailboxes, parking lots/structures, playgrounds, club houses and laundry rooms must be kept clean and maintained in working order.

Appliances – Except for stoves and refrigerators, owner supplied appliances, such as garbage disposals, laundry machines and dishwashers must be maintained in working order or properly removed.

Local Building and Planning Codes will be used when HQS does not address a particular case i.e., illegal garage conversions. In cases of obvious code violations or unresolved property maintenance violations that affect health and safety, the Authority will work closely with the Building and Safety Division to correct these deficiencies. Care will be taken in these instances to not unduly restrict the amount and types of rental housing stock available. If the City has filed a substandard declaration on the unit and/or premises, the Housing Assistance Payments will be automatically abated until the declaration is removed.

The Housing Specialist who conducted inspection and the Housing Manager, if necessary, will resolve differences in perception of the adequacy of units.

The proper care and materials must be used when the owner or the owner’s agent makes repairs. The Authority will only accept “workman-like” repairs.

C. Life Threatening/Emergency Repairs

If any of the following deficiencies are found during an annual or special inspection, the repair must be completed within 24 hours:

1. Missing entry door
2. Waterlogged/damaged ceilings, floor, or walls in imminent danger of potential collapse
3. Major plumbing leaks causing flooding
4. Natural gas leak or fumes
5. Electrical hazards which could result in shock or fire
6. No running water
7. Structural integrity condition where the building or a component of the building is in imminent danger of potential collapse

8. Conditions that present the imminent probability of serious injury, e.g., broken glass or any other exposed sharp edges
9. Absence of a heating source when the exterior temperature is below 40 degrees Fahrenheit

D. Housekeeping Standards

Households must maintain the interior condition of their unit according to the following standards:

All interior surfaces, fixtures and appliances must be free of accumulations or build-up of grease, dust, dirt, food residue, soap scum, human or pet waste, and mold/mildew.

The unit must be free of excessive collections or retention of any materials to the point that it impedes day to day function, creates a hazard, or obstructs windows and/or doors.

The exterior must be free of trash, indoor furniture, hazardous waste and pet waste.

E. Eligible Unit Types

Each voucher family will be advised to locate a suitable rental unit. A suitable unit is a single-family home, multi-family unit or manufactured home to be occupied only by the assisted family or shared with another family under a “shared housing” arrangement. The unit must have proper sanitary and food preparation facilities located inside the unit and available to the assisted family.

If the assisted family owns a manufactured home, the space rent, loan payments and additional costs may be eligible for a housing subsidy (see Exhibit IV). Recreational vehicles are not manufactured homes and are not eligible housing units.

Special housing types, such as Single Room Occupancy (SRO) hotels, assisted living facilities, and group homes, are not eligible unless needed as a reasonable accommodation for persons with disabilities. To be eligible as an SRO, the building must be approved by the City for long-term residential housing and have required food preparation and sanitary facilities within the assisted unit.

Under no circumstances are motels, hotels, shelters, or temporary homes considered eligible housing.

The owner of the assisted unit is prohibited from living with the assisted household. Additionally, the owner may not be a parent (including step-parent), grandparent, spouse, sibling, grandchild, or child (including step-child) of any member of the assisted household.

F. Determination of Unit Bedroom Size

During the inspection, the Housing Specialist will note the number of bedrooms and other rooms that may be used as sleeping areas. Usually, it is obvious which rooms are bedrooms. However, with an older home, the original design may have been altered through conversion and room additions. To determine the number of bedrooms to be used for the purpose of applying the correct payment standard, utility allowance, and rent reasonableness comparison, the Specialist will approach the unit as it was originally designed, and review building records and permits for bedrooms that are questionable. Rooms that were added without permit will not be counted as bedrooms, but may be counted as sleeping areas (except for rooms that are unsafe, illegal garage conversions or rooms without proper fire egress).

G. Rent Reasonableness

On a case-by-case basis, the Authority will document that the rent charged by the owner for each unit for which a lease or rent increase is being requested is reasonable in relation to rents currently being charged for comparable, unassisted units in the private market.

A rent reasonableness determination will be made in the following instances:

- Before entering into a HAP Contract.
- Before approving any increase in the rent to owner.
- If there is a ten percent (10%) decrease in the published Fair Market Rent (FMR) for the unit size in effect 60 days before the Contract anniversary date as compared with the FMR in effect one year before the contract anniversary date.
- If directed by HUD.

In order to compare similar units, a rent reasonableness point system has been established. A unit earns points based on location, size, type, quality, age, and amenities. Based on the total number of points earned, the unit will be rated below average, average, or above average.

During the initial and/or annual inspection, the Housing Specialist completes the rent reasonableness point system form and determines the overall rating of the unit.

Information about comparable, unassisted units will be collected from rent surveys, the Internet, newspaper ads and real estate listings of apartments and homes for rent. Each comparable unit identified in this manner will be scored and rated using the same rent reasonableness point system. Units scoring below average, average and above average will be entered into a database.

To make the rent reasonableness determination, the Housing Specialist must locate between one and three comparable units with the same bedroom size and quality as the proposed unit. The rent of the comparable units must equal or exceed the proposed unit's rent.

The Authority will provide guidance and advice to the family on whether the rent is reasonable. If requested by the family, the Authority will assist them in negotiating the rent with the owner. The Authority will deny the unit or rent increase if the rent requested is not reasonable.

H. Shared Utilities

If the utility meter for the assisted unit is shared with another unit or another part of the building, such as a common area, then the landlord must disclose the details in writing to the prospective tenant and Authority. In order to maintain affordability, the tenant shall not be the responsible party for any utility serving other tenants or common areas. The landlord must be responsible for maintaining any shared utility and may either include the utility in the Contract rent or bill the tenant for the tenant's prorated share of actual utility billings. If the owner is including the utility in the Contract rent, then the arrangement must be included in the lease. Likewise, the proration methods and details of any separately billed utility charges must be fully disclosed in the lease or lease addendum.

**VII. Lease Approval and Contract Execution**

A. Request for Tenancy Approval (RfTA)

A tenant requesting a unit under the program must first have the owner or property manager complete a Request for Tenancy Approval (RfTA) form.

Upon receipt of the RfTA, the Authority will:

- Determine if the rent is within the maximum rent allowed for the household;
- Review Lead Disclosure form;
- Schedule the initial unit inspection only after a properly completed lead disclosure form is received;
- Review rent reasonableness;
- Verify ownership;
- Negotiate rent and discuss program requirements with the owner; and
- Obtain updated household information and/or verifications from the family.

Owners are given all pertinent program information with an emphasis on lease and contract requirements. Procedural steps are outlined so the owner understands the progression to lease-up. Care is given to explain legal responsibilities of owners to adhere to program requirements and actions, which will be taken in cases of program abuse. The owner will provide the lease document and lead disclosure form and will be responsible for obtaining signatures. The lease should be the same document used by the owner for unassisted renters. The owner may request to use the Authority's lease form.

The unit must be made available for inspection within 45 days of receipt of the RfTA. Otherwise, the RfTA will be cancelled and the tenant advised to locate a new unit.

The RfTA will be canceled if requested repairs are not made within 30 days of the initial inspection. Extensions for repairs may be granted on a case by case basis or if the services of a contractor are required. If the tenant is porting into Norwalk, the RfTA may be canceled if the initial agency refuses to extend the billing deadline in order to allow time for the owner to make the repairs.

The RfTA may be denied if the owner is barred from participation due to previous HAP Contract violations, if the unit or premises does not comply with building codes or HQS, if the requested rent is not reasonable or affordable to the family, or if ownership of the unit cannot be verified.

B. Providing Tenant Information to Landlords/Prospective Landlords

The Authority will inform the owner that the tenant has not been screened for suitability for tenancy and that such screening is the owner's responsibility.

Upon request, the Authority will provide the owner:

1. The family's current and prior address;
2. If known, the name and phone number of the landlord at the current and prior address;
3. Any evictions on file with the Authority and reasons for eviction;
4. Information regarding any unpaid rent or damage claims filed against the tenant through the Authority; and
5. Information on file regarding frequency of police calls to tenant's previous or current residence.

Confidential income and criminal record information will not be shared with the owner.

C. Rental Lease

The lease between the tenant and owner and contract between the Authority and owner must start on the same day.

The lease and contract will not become effective until the unit has passed a HQS inspection. Usually the lease and contract will become effective the day after HQS approval or the date of occupancy, whichever is later. The lease term may not begin until the day after:

- 1) The unit passes the HQS inspection
- 2) The lease is signed by the owner and tenant
- 3) The unit is deemed rent reasonable by the Authority

If the lease is for a one year term, the lease must end on the last day of the month 12 months or less after the start date. For example, if the lease starts May 1, then it will end April 30 of the following year. If the lease starts May 15, then it will end April 30 of the following year.

If the owner would prefer to use the Authority's lease, a copy will be provided. It is the owner's responsibility to complete the lease and obtain signatures. Once the lease has been executed, the owner will submit copies to the Authority and a contract will be prepared. The initial lease term must be one year. Shorter initial lease terms may be approved on a case-by-case basis.

In cases of transferring families (from one Section 8 unit to another) the vacate date and effective date of the new lease may overlap. The Authority may overlap HAP payments by no more than three (3) days.

The security deposit that the owner may collect from the family is limited to the maximum allowed by State Law.

Once the lease start date is determined, the tenant payment and subsidy amount will be calculated. The appropriate contract documents will be prepared for execution with the owner and the Authority when the signed lease is received, and the owner has submitted proof of ownership and W-9 form. If the contract is executed after the first of the month, prorated amounts will be calculated and the family and the owner will be advised as to the amounts owed. Copies of the contract and lease will be forwarded to the tenant and the owner after execution. The original Contract will be maintained in the tenant's file.

D. Payments to Owners

The Director of Finance and the Housing Manager shall develop and maintain according to each authorized Annual Contributions Contract (ACC), an appropriate accounting system and controls to assure issuance of payments in a timely manner.

The system will provide for the identification of participating owners by name, account number and number of assistance payments as HAP Contracts are approved. Portability income and expenditures will be identified separately to facilitate cash flow planning.

HAP payments will be made to landlords no later than the 2nd business day of the month to ensure that the HAP revenue received on the 1st is available for disbursement. For partial or prorated payments due to mid-month move-ins, move-outs, or abatements, a standard of 30 days will be used to calculate the daily rental rate.

Provisions will be made to readily adapt to any changes regarding amounts payable and payments will be processed to assure their receipt by the first day of each month. Check processing will occur twice each month to provide owners of new contracts with payments as soon as possible.

The Finance Department will maintain an accounting system with monitoring procedures consistent with HUD regulations to assure adequate controls to maintain the integrity of the payments system. An independent audit will be conducted annually.

The Authority may choose to suspend and/or abate payments or terminate the Contract with the owner due to non-compliance of HQS or failure to make requested repairs.

E. Approval of Owner/Property

Property owners, who have a history of HAP Contract violations and rent abatement, will not be approved for the program.

If a property is known to have an unresolved infestation problem, such as bed bugs, new Contracts will not be approved in the subject unit and adjacent units until a licensed exterminator or the health department clears the units.

Gang violence and crime associated with a certain property presents an immediate threat to tenant health & safety. Therefore, new Contracts will not be initiated for units located in buildings that have been identified by the City's Department of Public Safety as having on-going crime problems and unresponsive management.

F. Portability Move-Out

Under the Housing Choice Voucher Program, a participant may request to transfer their voucher to another jurisdiction through portability. A participant's portability request may be denied if:

- The participant transferred less than 12 months ago;



- The participant owes money to the Authority or unpaid rent to a participating owner;
- The Authority has a fraud investigation or termination pending;
- The participant has received notice to vacate due to lease violations; or
- The Authority has insufficient funds to support the portability move if the voucher holder wants to transfer to a higher cost area and the receiving PHA cannot absorb the voucher.

Exceptions to the above may be made if the participant qualifies for VAWA protections and has requested an emergency transfer. For restrictions on portability of applicants, see Section V.H.

If the Authority approves a portability move-out, the Authority will:

- Contact the receiving PHA to ascertain whether it operates a Housing Choice Voucher Program and notify the PHA to expect the family.
- Verify the family's eligibility and issue a voucher to the family, informing the receiving PHA of the deadline by which the family must submit a Request for Tenancy Approval.
- Further advise the receiving PHA of the administrative fee rate.

#### G. Portability Move-In

If the Authority is the receiving PHA, the Authority will thoroughly review the file and request verification of income, assets, allowances, birth certificates, identification cards, and social security numbers, if needed. The Authority will require that the applicant/participant complete a Full Application.

If inconsistencies are found between the information received from the initial PHA and the information provided by the applicant/participant, the Authority may deny the portability transfer and return the voucher to the initial PHA or terminate assistance.

In order to expedite the portability process, the Authority will accept the initial agency's RfTA. However, if the voucher size issued by the initial PHA is not consistent with the Authority's subsidy standards, a new voucher based on the Authority's current subsidy standards will be issued to the participant prior to lease-up. The portability family will be notified of any voucher size change and issued a new voucher.

The Authority will extend the voucher 30 days from the expiration date of the initial voucher. Any further extensions will be subject to the Authority's voucher extension policies.

If the family received an extra bedroom from the initial PHA as a reasonable accommodation, the Authority will verify if the need for the reasonable accommodation still exists and is consistent with the Authority's policies. The Authority will use the Authority's own forms to determine reasonable accommodation needs.

If the portable household is eligible and successfully leases a Norwalk unit under the program, the Authority may elect to:

- Bill the initial PHA for Housing Assistance Payments and Administrative Fees on behalf of the family.
- Issue a voucher under its own ACC. The selection of this option would be determined by the availability of funding at the time of the transfer.

When the Authority is the receiving PHA, it will notify the initial PHA promptly if the family:

- Fails to report to the receiving PHA before the voucher expires. If this occurs, it will be at the discretion of the initial PHA whether to extend the voucher.
- Receives an extension on their voucher from the receiving PHA.
- Leases a unit and the amount of subsidy to be paid.
- Fails to submit a Request for Tenancy Approval by the date specified by the initial PHA.
- Requests to transfer to a different PHA.
- Ceases to be a current participant of the initial PHA's program (i.e., termination or if the Authority absorbs family into its own program).

## **VIII. Annual Reexaminations**

### **A. Annual Reexamination Procedures**

Reexaminations of tenant income and family composition will be conducted at least annually. The effective date of the annual reexamination will be 12 months from the start date of the initial Contract. If a family moves, they will have a new reexamination date based on the new Contract. If the family has not moved but the owner requests a new contract, the reexamination date will not change. Families are advised at initial interviews and briefings that all changes in income, assets, family composition and/or expenses must be reported to the Authority in writing within 30 days.

At least three months prior to the anniversary date of the lease, Authority staff will schedule families for annual reexamination appointments. The appointment may take place at the Authority office or at the tenant's unit. Failure to keep an appointment and/or reschedule an appointment for reexamination and/or an inspection may result in termination of assistance. Personal Declaration and Authorization forms will be mailed to families prior to their appointment. Families will be requested to provide the completed form and additional information, such as paycheck stubs and bank statements.

After proper documentation and verification is received, the family and the owner will be notified in writing of the results of the reexamination and the effective date of the change. The effective date of the annual reexamination will always correspond with the 12-month anniversary of the initial Contract even if notification was mailed after the effective date. The Authority will attempt to complete the reexamination and mail notification of the new rent amounts prior to the effective date but is not required to give thirty-day advance notice of rent changes.

The same applicable payment standard used at initial certification will be used at the annual reexamination unless:

- The family's size and/or composition have changed. The payment standard must coincide with the change in size or composition.
- The Authority has adopted new subsidy standards.
- The Authority increased the payment standard.

B. Adding and Removing Household Members

The family must request approval from the Authority to add new household members who will be occupants of the assisted unit, including foster children and a live-in aide. The exception to this would be for a newborn, adoption or court-awarded custody of a child. The Authority will also require written approval from the owner to add family members.

The Authority will deny additions to the household if the additional members will result in overcrowding of the unit, a larger subsidy standard or payment standard.

New household members, age 18 or older, will be screened for criminal background and previous program violations. New household members are subject to the same screening and eligibility criteria as program applicants.

The Head of Household is required to disclose the Social Security numbers for all family members and will be asked to provide verification within 90 days. If they are unable to provide verification at the initial or annual reexamination meeting, they will be asked to sign a Certification, which would require the family to provide verification within 90 days. Failure to do so will result in termination of assistance.

If a family member does not have a Social Security number, they will need to sign a Certification, which states that when they do obtain a Social Security number, they will provide verification to the Authority. Family members will be required to obtain a Social Security card.

The Head of Household must disclose if a family member has moved-out and provide evidence of the absent member's new residence. If the family member is expected to be absent from the unit for 90 days or more (with the exception of a student away at college), the family member will be removed from the household.

C. Unauthorized Household Members

The family must report who is living in the assisted dwelling unit. Guests are allowed. However, a person will no longer be considered a guest but will be considered a resident if he or she sleeps at the unit more than 14 days per year. A guest shall not receive mail at the assisted residence and shall maintain a separate residence.

D. Voucher Size Adjustments

At the annual reexamination, the Authority will review the family's eligibility for their current voucher size (Subsidy Standard). If the family had a reduction in their family composition since the last annual reexamination, the family may no longer qualify for their current voucher size. If that is the case, the family will be downgraded to the appropriate voucher size and corresponding payment standard. See Exhibit I for current Subsidy Standards. The family will not be required to move. However, the family may have a larger tenant rent as a result of the payment standard reduction.

If the family size reduction occurs between annual reexaminations, the Authority will conduct an interim reexamination. The family will be notified of a voucher size change. However, the payment standard will be adjusted at the annual reexamination. A family will not be permitted to add members in order to avoid a voucher size reduction.

The Authority will review and adjust the voucher size when the family requests to move even if the move does not correspond with the annual reexamination.

E. Income and Asset Information Requested

The Head of Household and spouse/co-head are responsible for supplying any and all income, asset, and family composition information for the household. The Head of Household is also responsible for reporting any changes to the income or family composition, regardless of which member experienced the change.

Annually each adult member must complete and sign the following forms:

- Personal Declaration and Family Obligations

- Authorization for the Release of Information
- Other notices required by the Authority

Additionally, participants will be required to provide any information considered necessary for the Authority to determine average income and assets. This may include W-2s, tax returns, three or more bank statements, paycheck stubs, and/or notices of benefits.

Failure to provide any of the above forms or information within the time specified by the Housing Specialist will be grounds for termination.

F. Annual Reexamination Verification Procedures

UIV and tenant provided documents will be obtained according to verification procedures in Section IV.E. All efforts will be made to obtain acceptable documentation of income, assets and expenses prior to the effective date of the annual reexamination.

If any documentation is received before the effective date but after the notification was mailed, the Housing Specialist will review the information and determine if a correction is needed.

If the documentation is received after the effective date of the annual reexamination and the reexamination was completed using other verification methods, the Housing Specialist will review the calculations and determine if an interim adjustment is necessary. If a change is not necessary, the Specialist will document the reason in the file.

If the new calculation would result in a decrease in the tenant payment, an interim reexamination will be conducted the first of the month following the receipt of the acceptable documentation. An adjustment will be retroactive to the reexamination date only if the family intentionally omitted information, did not submit requested information in a timely manner or if the annual reexamination was not completed by the effective date because of insufficient information.

G. Earned Income Disallowance (EID) for Disabled Individuals

Under the following circumstances the increase in earned income of a disabled family member will be excluded from income calculations if the family's annual income increases due to:

1. New employment of a disabled member who has rejoined the work force after being unemployed or "underemployed" for one or more years; OR
2. Their participation in any economic self-sufficiency or other job training program; OR

3. New employment or increased earnings of a disabled family member during or within six months of receiving assistance, benefits or services under TANF.

“Underemployed” is defined as income from employment or self-employment, which does not exceed 500 hours multiplied by the established minimum wage. Self-employment is not considered previously unemployed unless the net income was low enough to be considered “underemployed.”

Initial twelve months – twelve months from the date of first employment or increased earnings of this disabled family member, excluding the earned income of that family member.

Second twelve months – after the initial 12 months, exclude 100% of the disabled member’s income that is in excess of their initial income for twelve months.

Twenty-four month life time limit – a disabled family member can only benefit from the initial income exclusion and second 12 month exclusion within a 24-month period starting with the first exclusion.

Initial eligibility – the earned income exclusion does not apply for purposes of admission to the program.

Household members with ineligible immigration status are not eligible for EID. If the household failed to disclose income in accordance with the Authority’s policy, the member will be ineligible for EID, and a repayment agreement will be based on full earnings.

If childcare is necessary to permit employment, the amount of the childcare deduction cannot exceed the amount of employment income included in annual income. For example, if a family member earns \$15,000 a year but because they qualify for EID, only \$5,000 is included in the calculation of annual income, the amount of childcare expenses that can be deducted from annual income is limited to \$5,000.

#### H. Incremental Earnings Due to Training Program Participation

Incremental earnings and benefits resulting from participation in qualifying State or local employment training programs are excluded from annual income. To be considered a qualifying program, the training program must have:

- Clearly defined goals and objectives;
- Occupational classroom training and/or subsidized on the job training; and

- One of the following supportive services: Child care; transportation; personal welfare counseling (life skills); health care services; or youth leadership/mentoring.

In most cases an oral verification will be conducted to determine if the program qualified. Incremental income is the increase in income that results from enrolling in the employment training program. The incremental increase is the difference in welfare and employment income after enrollment compared to welfare and employment income before enrollment. Only the incremental increase is excluded from annual income, and the incremental income is excluded only while an individual is actually participating in the program.

I. Welfare Reduction Due to Fraud or Failure to Comply with Work Activity Requirements

If a family has received a reduction in their welfare, the Authority must first verify the reason for the reduction.

The Authority will revise the tenant rent accordingly if the reduction to the welfare payment was due to one of the following circumstances:

1. An across the board reduction to welfare payments for all recipients.
2. The tenant complied with welfare program requirements, but lost welfare because of a time limit set by the welfare agency.
3. The tenant complied with welfare program requirements, but cannot obtain employment.

The Authority will deny a revision to the tenant rent if the reduction to the welfare payment was due to one of the following circumstances (as confirmed by the welfare agency):

1. The reduction was due to fraud committed by the family.
2. The reduction was due to the family's noncompliance with economic self-sufficiency program or work activity requirements of the welfare agency.

The family, who has been denied a tenant rent revision, may request an informal hearing.

The amount of welfare benefits reduced or terminated due to sanctions or fraud is called imputed welfare income. The family's annual income includes the amount of imputed welfare income plus the total amount of other annual income. The amount of imputed welfare income is offset by income from other sources received by the family that start after the sanction is imposed.

J. Full-Time Students

When a member of the household turns 18, the Authority will request information on the member's student status in order to properly calculate the household's adjusted income. If the household member is claiming to be a full-time student, then they must provide enrollment information showing the number of units they are carrying. Typically, 12 or more units is considered full-time, but with some occupational training programs, the actual number of units may be lower and will be verified by the educational institution. At the next annual reexamination, the student must provide current enrollment information and official transcripts. If the student failed to successfully complete 12 or more credits (or the required minimum full-time credits for the occupational program) during any of the preceding semesters, then they will not be classified as a full-time student.

At the next annual reexamination following the removal of a dependent or full-time student status, the member may submit their current enrollment information and transcripts. If they are currently enrolled full-time and successfully completed 12 or more units during both preceding semesters, then they will be classified as having full-time student status. Student status will not be retroactively awarded.

K. Rent Increases

Reviews of contract rent will occur when the owner has requested a change to the contract rent. To request a rent increase, the owner must give the tenant a 60-day notice of rent increase and send a copy of the notice to the Authority at the same time.

The Authority will verify the rent increase is rent reasonable and may request that the owner provide rent comparable information. The Authority may negotiate the rent amount requested and may also request that the owner make upgrades to the unit or premises. Whether or not the rent increase is accepted is at the discretion of the Authority.

L. Utility Allowance Schedule

The Housing Authority of the County of Los Angeles (HACOLA) provides the Authority with the utility allowance schedule and any annual updates. The surrounding communities administered by HACOLA have the same climate and housing stock and are served by the same electric and gas companies as the City of Norwalk. Because the City of Norwalk has its own water and trash services, the Authority revises HACOLA's water and trash allowances to reflect the actual costs in Norwalk. HACOLA typically provides annual updates in July. The Authority will implement a new utility allowance schedule by October 1 of each year.

The Authority will apply the single family utility allowance schedule to single family homes, condominiums, and mobile homes. The multi-family utility allowance schedule will be applied to all other unit types. The utility allowances are further broken down by the number of bedrooms. The bedroom size of the utility



allowance applied to the tenant rent calculation is the lower of the voucher size or the actual unit size.

If there are changes to the utility allowance schedule, participants will receive a utility allowance update at annual reexamination. For new contracts, the current utility allowance schedule will always be used.

M. Information and Assistance for Participating Families

The Authority will provide on-going information and assistance in family/owner relations in order to keep tenant mobility and evictions to a minimum. The Authority will be prepared to provide information about program requirements and contractual obligations of both owners and families as well as provide an opportunity for meetings to discuss problems. Families may be referred to public agencies such as Legal Aid.

The Authority will provide, upon request, assistance with completion of application and recertification forms and will provide computer assistance to aid participants with obtaining income and financial statements requested by the Authority. The Authority will follow its Limited English Proficiency Plan to assist applicants and participants, who do not read, write or speak English well, or persons who are illiterate or have disabilities requiring additional assistance with understanding program rules, policies, and forms. As needed, the Authority will provide referrals to appropriate special service agencies to families with non-program related needs. The Authority will, if deemed necessary, provide a directory of available services to include the following areas:

- Family Self-Sufficiency
- Tenant housekeeping
- Financial management
- Employment and training programs
- Transportation
- Meals on Wheels
- Social Security and Supplemental Security Income benefits
- Organizations assisting individuals with disabilities
- Health care services
- Child care services
- In Home Supportive Services

- Utility payment programs/weatherization
- Drug or alcohol abuse counseling
- Temporary shelters/domestic violence

The Authority will maintain close coordination between City Departments as well as community resources to provide a full range of support services for participants.

## **IX. Interim Reexaminations**

### **A. Interim Reexamination**

Interim reexaminations are conducted when changes occur to the household's income, assets, composition, or deductions between annual reexaminations. The Authority may initiate an interim reexamination when the household income is expected to change or when the household has no income, income that is minimal or difficult to verify.

### **B. Reporting Requirements**

The Head of Household and spouse/co-head are responsible for reporting in writing any changes to their household income, composition, or deductions within 30 days of the change. Participants must also supply supporting documentation within the same 30 days.

If a household's income increases and the participant failed to report the change or provide the documentation needed to verify the change within the time specified, the participant is responsible for repaying the Authority any amounts the Authority overpaid to the owner (starting from the first of the month following the income increase). The participant may also be terminated from the program. If the participant reports a reduction in welfare due to corresponding increases in employment income, both changes will be verified.

If the household loses a family member, the family is required to report the change in writing within thirty days. The Authority will include the change in the interim reexamination. If the change in the family size results in a smaller voucher size, the Authority will notify the family that the voucher size and payment standard will be reduced at the annual reexamination. The participant will also be notified that they cannot add family members to maintain or increase their voucher size.

If an interim reexamination is determined to be necessary, the Authority will obtain UIV or tenant provided documents only for the changes.

### **C. Reasons for Interim Reexaminations**

The Authority will conduct an interim reexamination for the following reasons:

- If a family member is added.
- If a family member moves out.
- If the income of any family member changes.
- If any deductions change, such as medical or child care.
- If the family is requesting a move.
- For the phase-in period of the Earned Income Disallowance.
- If the family has only one source of income that is seasonal or cyclical and is anticipated to start and stop at regular intervals.

D. Denial of Interim Reexaminations

The Authority will not make interim changes if:

- The income change was already anticipated when the family's annual income was calculated. For example, the family receives wages for 10 months and unemployment benefits for 2 months, so the Authority counted only 10 months of employment income and 2 months of unemployment and averaged the total over 12 months. This method of calculating income only applies if the household anticipates receiving some other type of income for the full year.
- The total household income increased less than \$100 per month (\$1200 per year).
- It is an increase in household income reported in a timely manner by the family fewer than 120 days prior to the effective date of the annual reexamination (non-FSS household).
- The change is a cost of living increase for Social Security or cash aid.
- A reduction in welfare is the result of welfare sanctions or fraud (see Section VIII.I).
- The income change is only temporary. Examples of temporary changes include:
  - Unpaid leave of absence (less than one month continuous duration).
  - One missed month of welfare payments when the missed welfare payment will be made up.

- Income is anticipated to resume the next month.
- Strike/labor action lasting less than one month.
- Temporary job ends and a re-assignment is made within a month.
- Short-term (non-cyclical) reduction in hours anticipated to last less than one month.
- Late benefit payments or pay checks.

E. Effective Date of Interim Reexamination

Interim changes resulting in reduced tenant rent will be effective the first day of the month following the date the tenant requested the change and provided acceptable documentation to support the change. Decreases will not be retroactive.

Interim changes resulting in increased tenant rent will be effective the first day of the second month following the date the acceptable documentation has been provided by the tenant.

F. Non-report of Interim Change

The Head of Household and spouse/co-head is required to report and provide documentation of all changes in income and household size, even if the change may not result in an adjustment to the tenant rent. If the household does not report the change or fails to provide requested documentation within the time period specified above, the family will be required to repay the Authority for any overpayments made to the owner and their benefits may be terminated.

The repayment amount will be calculated by adding the unreported income to the previously reported income for the period in which the income went unreported. The previously reported income, deductions, and allowances cannot be changed for the repayment calculation under any circumstances.

The first time a household fails to report income or an income change, they will be required to reimburse the Authority for overpaid HAP and may be terminated. If, however, the household is allowed to continue participation in the program, the second time the household fails to report income or an income change, assistance to the household must be terminated. If the first offense results in a repayment agreement in excess of \$7,000, the household's assistance must be terminated.

The number and amount of monthly payments specified in a repayment agreement is negotiable. However, the Authority will not accept cash payments and has the final say concerning repayment terms. If the participant fails to comply with the agreement, the participant's assistance may be terminated.

Households will be given an opportunity for an informal hearing when their tenant rent share is increased, a repayment is required of them, or if they are terminated from the program.

**G. Tenant Income Integrity, Fraud Investigation & Referral**

The Authority may utilize a number of techniques to determine family eligibility and full income disclosure. The Authority may request information from the Social Security Administration, the City of Norwalk, the Employment Development Department, U.S. Postal Service, IRS, Sheriff's Department or other agencies concerning household composition, income and benefits. A credit report will be obtained for each new applicant. Participants' credit reports may be randomly obtained for a routine check or when fraud is alleged or suspected. Participants, who report little or no income, may be subject to quarterly income reviews and will be required to complete a detailed budget.

During the course of an investigation, the Authority or its contractor may question neighbors or employers, conduct surveillance of an assisted household, verify vehicle registration of cars found at the unit, conduct surprise inspections, and request calls for service, incident reports and criminal records from the Sheriff's Department.

The Authority may hire a private investigator to assist with fraud investigations and/or refer fraud investigations to the Sheriff's Department, District Attorney or HUD Office of Inspector General. Whenever practicable, the Authority will pursue fraud recovery through repayment agreements. However, if an inactive household fails to sign a new repayment agreement or make payments on an existing repayment agreement, the Authority may pursue the matter through collection agency referral, small claims court, the State Franchise Tax Board Intercept Program, or other legal remedies. Small claims and civil suits concerning existing repayment agreements are subject to the approval of the Executive Director.

**X. Termination of Tenancy and Assistance**

**A. Owner Initiated Termination of Tenancy**

Tenancy may be terminated by the owner in accordance with state and local laws and in compliance with the HAP Contract, lease, and Section 8 tenancy addendum.

1. Owners may terminate tenancy for serious or repeated violations of the terms and conditions of the lease, including non-payment of rent.
2. Tenancy may also be terminated if tenant violates federal, state or local laws with respect to the occupancy or use of the dwelling unit, and surrounding premises.

3. The following types of criminal activity by the tenant, any member of the household, guest, or another person under the tenant's control shall be cause for termination of tenancy:

- Any criminal activity that threatens the safety or the right to peaceful enjoyment of the premises by other residents,
- Any criminal activity that threatens the health, safety, or right of peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises, or
- Any drug-related criminal activity on or off the premises.

Owner termination of tenancy for other good cause may include, but is not limited to:

- Failure by the family to accept the offer of a new lease or revision;
- The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential unit; or
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rent).

During the term of the lease, the owner may not terminate for "other good cause." In the event of owner termination of tenancy due to "other good cause," the owner must give proper written notice to the family and the Authority of the eviction.

The owner is required to notify the Authority in writing when initiating action against the tenant to terminate tenancy. Eviction of the family from the Contract unit can be instituted by court action only.

If the household is given notice to move due to a lease violation and moves out of the unit within the notice period provided by the owner and/or before a court decision, the Authority may terminate assistance for serious or repeated violation of the lease. If the tenant remains in the unit and is evicted by court action, the Authority must terminate assistance to the tenant.

#### B. Tenant Initiated Termination of Lease

Families are advised during briefing meetings and again at inception of the Contract that a written 30-day notice must be given to the owner with a copy submitted to the Authority simultaneously if they wish to terminate the lease after the first year. Terminations during the first year will be allowed only for health, safety or other emergency situations, and only if the owner agrees to release the family through a "Mutual Rescission" of the lease. Both the owner and the tenant must execute the

Mutual Rescission, with a copy given to the Authority. A Mutual Rescission will not be required if the tenant qualifies for VAWA protections.

A family's need for an accessible unit due to handicap/disability may be a valid reason for termination or transfer of assistance. In cases where the unit becomes uninhabitable and the owner refuses to make repairs and refuses to release the family, the Authority may terminate the Contract and allow the family to move to another unit with subsidy.

When a written notice to vacate is received from the tenant, staff will make direct contact with the tenant. The tenant will be advised that they may request the re-issuance of a voucher if they have not done so already. The voucher re-issuance procedure will be discussed along with advice regarding remaining obligations under the lease, avoiding damages and reasons for the proposed move. The participant must provide rent receipts showing that the rent is paid in full. If the participant moves while owing rent to the owner, the Authority may deny issuance of a voucher, revoke the voucher, or terminate assistance.

Participants are required to submit copies of eviction notices to the Authority within ten (10) working days. A voucher may not be issued if the participant is in the process of being evicted for lease violations. If the participant is denied a voucher, the Authority will provide written notice with an opportunity for the participant to request an informal hearing.

C. Termination of HAP Contract by the Authority

The Authority may terminate a HAP Contract for the following reasons:

- The owner is not in compliance with the terms of the Contract (i.e., failure to maintain unit in compliance with HQS). The Authority may ban the owner from future participation in the Section 8 program;
- The owner has committed fraud;
- The Authority has terminated assistance to the family;
- The lease is terminated;
- The family is required to move from the unit which is under occupied or overcrowded;
- A HAP payment has not been made for 180 days;
- The family has vacated the unit; or
- The Authority has insufficient funds to support the HAP Contract.

If the Authority terminates the HAP Contract, it will give the owner and family at least 30-day notice unless the unit is vacant or must be vacated under VAWA. The notice will state the reasons for termination, the effective date of termination, and the family's obligation to pay the full contract rent if they choose to stay in the unit.

If the sole remaining household member dies, the owner may keep the HAP for the month in which the death occurred. However, the owner may not accept any HAP payments for the months following.

D. Termination of Assistance by the Authority

The Authority will identify the grounds for the termination on the termination letter sent to the participant. With the exceptions of VAWA, all household members may be subject to the termination.

The Authority may terminate assistance to the family if the family violates the following family obligations:

The family must:

- Supply such certification, release, information or documentation as the Authority or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status (Information includes any requested certification, release or other documentation).
- Supply any information that the Authority or HUD has requested for use in a regularly scheduled annual reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- Disclose and verify social security numbers and must sign and submit consent/release forms for obtaining verification.
- Supply the Authority with information, which is true and complete.
- Correct any damages to the unit caused by the family.
- Allow the Authority to inspect the unit at reasonable times and after reasonable notice.
- Notify the Authority and the owner in writing at least thirty (30) days before vacating the dwelling unit or terminating the lease.
- Provide the Authority with a copy of any owner eviction notice within ten (10) days of receipt of the notice.



- Use the assisted unit for residence by the family. The unit must be the family's only residence.
- Promptly within thirty (30) days inform the Authority of the birth, adoption or court-awarded custody of a child.
- Request Authority and owner approval to add any other family member as an occupant of the unit.
- Promptly within thirty (30) days notify the Authority if any family member no longer resides in the unit.
- Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- Supply any information requested by the Authority to verify that the family is living in the unit or information related to family absence from the unit.
- Promptly within thirty (30) days notify the Authority in writing of all changes in income and/or assets and supply supporting documents of the change.
- Comply with HUD-VASH requirements, as determined by the VA case manager (only applied to Veterans assisted under the HUD-VASH program).
- Attend scheduled appointments. More than two missed appointments within 45 days may be grounds for termination.

The family must not:

- Commit any serious or repeated violation of the lease (non-payment of rent is a serious lease violation).
- Sublease or let the unit.
- Assign the lease or transfer the unit.
- Own or have an interest in the unit.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Engage in any drug-related criminal activity or violent criminal activity, including criminal activity by any family member, regardless of where the criminal activity took place.

- Engage in drug use or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors.
- Receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit under any duplicative federal, state or local housing assistance program.
- Damage the unit or premises other than damage from ordinary wear and tear or permit any guest to damage the unit or premises.
- Be absent from the dwelling unit due to illness, vacation or imprisonment for 90 days or more.
- Engage in or threaten abuse or violent behavior toward Authority personnel. Threatened abuse includes threat of violence, use of expletives that are generally considered insulting, racial epithets or other written or oral language that is customarily used to insult or intimidate.
- Breach an agreement with the Authority to pay amounts owed to the Authority, or amounts paid to an owner by Authority. Termination due to a breach of a repayment agreement will remain in effect until the tenant has paid the debt. The tenant may reapply for assistance and the debt must be paid before another voucher is issued.
- Make additional payment (side payments) to the owner that is in addition to the Authority specified tenant rent.

To verify household composition, the Authority may use the U.S. Postal Service. Therefore, the family must not permit a non-household member to use their address to receive mail. Also, the family must not use any address other than their residence to receive mail.

If the household has been terminated for fraud, serious lease violations, or threatened abuse and/or violent behavior toward Authority personnel, all adult members of the household will be denied assistance indefinitely.

E. Termination of Tenancy Due to Drug Related or Violent Criminal Activity

Participants may be terminated from the Section 8 program if the following situations occur:

- A member of the participant household has been convicted of any felonious violent or drug related activity any time while receiving assistance.

- A preponderance of evidence exists that a member of the participant household has engaged in violent or drug-related criminal activity any time while receiving assistance.
- Guests of the participant household have engaged in illegal activities in or around the unit.
- A member or guest of the participant household has attracted gang or criminal activity that threatens the health, safety and right to peaceful enjoyment by other residents of the premises or neighboring residences.
- The use of controlled substances by a member or guest of the participant household has interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- A member of the participant household is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or is violating a condition of probation or parole imposed under Federal or State law.

Participants must be immediately and indefinitely terminated from the Section 8 program if a household member is convicted of manufacturing or producing methamphetamine (speed) in their dwelling or on the premises in violation of Federal and State law.

Assistance will not be terminated for drug-related activity if the criminal record indicates drug use/possession occurred more than one year from the date of the termination notice or the participant is recovering from such addiction and does not currently use or possess controlled substances. Verification would be required that the family member has successfully completed a drug-rehabilitation program, with random or regular drug testing, and currently is free of controlled substances.

The Authority may elect to request a criminal background report for a participant at any time and at the discretion of the Housing Manager. If it is determined that the participant has a criminal record, then the Authority will also conduct an individualized assessment of mitigating information to ensure that the denial advances the Authority's interest in protecting residents, participating landlords and program integrity, and to balance such interest against any unintended adverse impact on any person or group of people. Examples of mitigating information include:

- The facts or circumstances surrounding the criminal conduct;
- The age of the individual at the time of the conduct;

- Evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and
- Evidence of rehabilitative efforts.

Before terminating a participant from the Section 8 program for information contained in the criminal background report, the Authority will send a letter to the participant giving them the opportunity to receive a copy of the criminal background report upon request, dispute the report, and present any additional mitigating information. The participant will be given ten (10) days to dispute the record or present mitigating information. If no response is received, the participant fails to prove that the record is inaccurate, or the participant fails to submit any mitigating information, then a termination letter will be sent. The Authority may terminate assistance to the entire household or just to the offending member of the household.

F. Foster Youth Initiative Tenant Protection Vouchers

Participation in the Foster Youth Initiative Tenant Protection Voucher program is limited to thirty-six (36) months. At the end of the 36<sup>th</sup> month, the housing assistance will be terminated. The participant and property owner will be notified in writing of the termination at least ninety (90) days in advance.

G. Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The Violence Against Women Act (VAWA) provides special protections to applicants and participants who are victims of domestic violence, dating violence, sexual assault or stalking. Protections are available to all applicants/participants without regard to sex, gender identification, or sexual orientation. Protections provide that victims cannot be denied assistance or terminated based upon the fact that they are victims of domestic violence, dating violence, sexual assault or stalking.

A Notice of Occupancy Rights under VAWA and HUD-5382 form will be provided to applicants who are denied assistance, participants who are being terminated, and all new voucher holders. In addition, all current participants will receive the notice and form before 12/16/2017 either during the scheduled recertification or as a special mailing. Copies of the notice and form are also available at the Authority's office.

In the case of disturbance of neighbors or criminal activity in the assisted unit, special consideration will be given to a participant who is a victim of domestic violence, dating violence, sexual assault or stalking. However, if it is found that an unauthorized household member committed such crimes, then the participant may be terminated. A participant may also be terminated if continuing assistance would create an actual or imminent threat to the safety of staff or other residents.

If an authorized household member committed the crimes, that household member will be terminated from the program while all remaining household members would be eligible to remain in the program. Under no circumstances will the perpetrator be allowed to return to the assisted household. The victim will be informed that if the perpetrator moves back into the assisted unit, then assistance will be terminated.

If an applicant/participant requests protections under VAWA, the Authority will request that the victim provide one of the following documents:

1. A complete HUD-approved certification form (HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
3. A statement signed by the victim, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical or a mental health professional (collectively, “professional”) from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
4. Any other statement or evidence that the Authority has agreed to accept, such as hospital record.

The victim will have 14 business days to provide the documentation requested by the Authority. Extensions may be granted when the victim is unavailable for medical reasons or has fled without copies of necessary documents. Every effort will be made to process VAWA requests and documents when presented by the participant so as not to delay approval. Additional time may be taken when statements and/or information is conflicting. The verified victim is permitted to move in violation of the lease and without notice to the Authority in accordance with the Authority’s Emergency Transfer Plan (Exhibit VIII).

Information provided under VAWA will be kept confidential. The Housing Specialist will discuss the case with the family in a private office or conference room or over the telephone. Every effort will be made to avoid mail, email, or voicemails unless the victim specifically requests communications via these methods. The Authority will accept written requests for “points of contact” to act as intermediaries.

#### H. Termination Due to Insufficient Funds

The Authority may terminate assistance, deny/revoke a voucher or deny portability if the Authority has insufficient funds to continue to assist the household. If a funding shortfall occurs, assistance will be denied/terminated in the following order:

1. Eligible applicants (not yet issued vouchers) will be placed on hold or returned to the waiting list.
2. New voucher holders will be placed on hold for up to three months before being returned to the waiting list.
3. Current participants will be randomly selected within the following categories, starting with the first category below. If elimination of all participants within the first category does not yield sufficient results, participants in the next category will be randomly selected, and so forth until the Authority has a balanced budget:
  - a. Single Individuals (non-elderly and non-disabled)
  - b. Families with no children under the age of 18 and no elderly or disabled household members.
  - c. Families with children under the age of 18 with no elderly or disabled household members.
  - d. All remaining households.

If a participant is terminated for insufficient funds and the household is in good standing, the household will be placed at the top of the Authority waiting list.

#### I. Family's Total Tenant Payment (TTP) Exceeds the Rent

The Total Tenant Payment (TTP) is the higher of 30% of the family's adjusted monthly income or 10% of the family's monthly unadjusted income. In cases in which no subsidy is being paid because the family's Total Tenant Payment (TTP) equals or exceeds the lower of the gross rent or payment standard for the unit, the HAP Contract will remain in effect for six months. After six months, the family will be terminated from the Section 8 program and the HAP Contract with the owner will automatically terminate. The Authority will restart HAP payments if:

- Less than 180 days has elapsed since the date of the last HAP payment, and
- The family notifies the Authority that its income has been reduced to the point that the family's TTP no longer exceeds the lower of gross rent or payment standard

The Authority may issue a new voucher to a current participant for whom no HAP payment is being made if:

- The family meets the criteria described in the preceding paragraph, and
- The family plans to move and there will be a HAP payment for the new unit.

The Authority will not process a new HAP Contract for a unit in which there will be no subsidy.

J. Notices

When the Authority has just cause to terminate housing assistance payments on behalf of a participant, the Authority may refuse to reissue a voucher, revoke a voucher that has been issued, refuse to execute a new contract with the owner, or stop subsidy payments for an existing contract.

A notice will be sent to the participant and the owner stating the proposed action and reasons. The notice will include information on the participant's right to request an informal hearing. The Authority must receive a written informal hearing request within ten (10) days of the date of the notice.

If the tenant is currently occupying an assisted unit, then a notice of termination will be mailed to the tenant and the owner at least 30-days prior to the effective date of termination. However, if the tenant is not currently occupying a unit or plans to vacate in less than 30 days, such as in the case of an eviction, then the termination date may be less than 30 days or effective upon the vacate date.

K. Informal Hearings and Reviews

See attached "Complaint and Appeal Procedure", Exhibit II.

**XI. Reasonable Accommodations for Persons with Disabilities**

Specific accommodations may be made to assist disabled individuals and families with full utilization of the program under the Fair Housing Amendments Act of 1988, Section 504 or the 1973 Rehabilitation Act and the Americans with Disabilities Act as a reasonable accommodation.

Reasonable accommodation procedures are as follows:

1. To request a modification to the rules, policies or procedures of the Authority, an applicant/participant with a disabled household member must complete a Request for Reasonable Accommodation form. The accommodation request must specifically detail the nature of the accommodation being requested and provide the name and contact

information of an individual providing professional services that relate to the disability, such as a physician, psychiatrist, or social worker.

2. The Authority will send a third party verification form to the professional to verify the accommodation needed and the nexus between the disability and the accommodation requested.
3. Additional follow-up or information may be needed to determine the best options available to accommodate the needs of the applicant or participant. The Housing Specialist will determine if the request is reasonable and the Housing Manager will review the decision. The applicant/participant will be notified of the decision. If the request is denied, the applicant/participant will be notified of their right to provide more information concerning their request.

Some examples of reasonable accommodation may include but are not limited to requests for:

- Addition of a Live-in Attendant;
- Larger bedroom size;
- Approval of a lease with a property owner who is also a relative;
- Special utility allowance;
- A special payment standard up to 120% of FMR or with HUD approval, above 120% of FMR;
- Extension beyond 180 days to locate a suitable unit; and
- Use of a special housing type, such as Single Room Occupancy, Congregate Housing, Group Home, and Cooperative Housing.

An extra bedroom may be granted for a live-in attendant if sufficient funding is available. However, the Authority will not approve an unidentified live-in aide or an extra bedroom for an unidentified live-in aide. Occasional, intermittent, multiple or rotating care givers do not qualify as live-in aides. Therefore, an additional bedroom will not be approved for a live-in aide under these circumstances.

An extra bedroom may also be granted for medical equipment. The extra bedroom may not be used for any other purpose and the actual equipment and use of the extra bedroom will be verified at the annual inspection of the unit.

In order to qualify for a special payment standard the tenant must provide an “apartment search log” showing that they have tried to locate at least five housing units within their maximum rent limit.



No more than 60 additional days from the date the request was granted will be allowed for voucher extensions beyond 180 days. Requests will be reviewed on a case-by-case basis.

At annual reexamination, a participant's request for reasonable accommodation may, at the discretion of the Authority, be verified again. A reasonable accommodation may be revoked if the Authority determines that the accommodation is not being properly utilized or the medical need or disability no longer exists.

## **XII. Unpaid Rent and Damage Claims**

An owner under a HAP Contract (10/95 version or later) may not make a claim to the Authority for unpaid rent and damages. The Authority will honor claims only under contracts entered into prior to October 1995. No claims for damages will be paid unless the Authority conducts a move-out inspection.

The tenant's security deposit must first be applied to the unpaid rent and damage charges. If the deposit is insufficient to cover the charges, the owner must attempt to collect the balance from the tenant. If the family fails to reimburse the owner, the owner may claim reimbursement from the Authority.

The owner is required to provide the Authority with receipts of actual cost incurred to repair damages, rent ledger or court judgment documenting unpaid rent and evidence of billing to and non-payment by the family. The owner is requested to submit all necessary documents within 30 days of the vacate date to the Authority for processing of a claim. The Authority will notify the family, if their whereabouts are known, that the owner has filed a claim. The Authority will also offer the family an opportunity to request an informal hearing concerning the claim or allow the family to reimburse the owner directly. Tenant damages include any physical damage to the unit caused by negligence or willful abuse on the part of the tenant. Tenant damages do not include:

- Normal wear and tear
- Routine replacement and cleaning costs
- Scheduled interior painting

The owner will not be reimbursed for labor costs for repair work performed by the owner. Owners must provide proof of payment of labor costs. Major items that the owner has requested replacement cost reimbursement, such as carpet, flooring, appliances, window coverings, etc. will be pro-rated based on the age of the item. Most of these items are pro-rated on a 5-7 year basis.

After reviewing the owner's documentation and the move-out inspection, the Authority will calculate the amount due using the Damage Claim Worksheet. When the amount of reimbursement is determined, payment will be made to the owner in a timely manner. The Authority reserves the right not to offer a family a repayment agreement and may require that the reimbursement be made in one payment.

If a tenant moves out of a unit under a contract dated 10/95 or later, the tenant must pay the owner for any unpaid rent, outstanding late fees, fines or utilities before they will be assisted in a new unit. If the tenant fails to repay the landlord for these items within 30 days of vacate, the family will be denied further assistance. If the tenant has been evicted for a serious lease violation (non-payment of tenant share of the rent is considered a serious lease violation), the tenant will be denied further assistance.

### **XIII. Changing Payment Standard**

To assure continued affordability, the Authority may at its discretion adjust the payment standard. Careful review of funding limitations, area rents and lease-up rates will be undertaken at least annually to determine if funding and the payment standard are adequate. The percentage of tenants paying over 40% of their income for rent will be an important factor for determining the adequacy of the current payment standard. The payment standard must be between 90-110% of the current Fair Market Rents published by HUD or any HUD-approved community-wide exception rent. When the Housing Manager revises the payment standard, a memo with the new amounts and effective date will be issued to all Authority personnel.

A family's payment standard may change:

- If the family moves;
- At the annual reexamination if the Authority has adopted a higher payment standard; or
- If the household's composition has changed, requiring a larger or smaller voucher.

If the Authority adopts a lower payment standard amount during the term of the HAP Contract, the lower payment standard amount generally must be used to calculate the monthly HAP for a participating family at the effective date of the family's second annual reexamination, following the effective date of the decrease in the payment standard amount. The Authority shall advise the family that the application of the lower payment standard amount will be deferred until the second annual reexamination, following the effective date of the decrease in the payment standard amount, unless a HUD waiver is obtained.

### **XIV. Quality Control, Program Monitoring, and Budgeting**

The Authority will collect the following data and evaluate it at regular intervals to assure achievement of outreach and leasing goals:

- The percentage of vouchers issued that actually resulted in HAP Contracts;
- Contract turnover rates;
- Status of the waiting list in various family size and types;

- Location of units under contract by census tract;
- Analysis of tenant profile i.e., by race, ethnicity, sex and age to ensure proper outreach to all segments of the population; and
- Lease up status and administrative fee calculation.

The Housing Manager will review all other program activity. This includes but is not limited to:

- Rent reasonableness data i.e., rent survey;
- Payment standard adjustments, see above;
- Quality of HQS inspections - random management inspections;
- Timeliness of execution of contracts and completion of the reexamination process;
- Accuracy of income, allowances and rent portions through file review;
- Review of applicant waiting list and selection procedures;
- Review of SEMAP compliance;
- Case management, workload and staff assignments;
- Staff meetings;
- Regulatory and policy changes; and
- Staff training needs.

In the event changes are necessary in the manner in which the program is being administered, three basic steps are normally followed:

- Seek guidance through HUD regulations, notices and guidebooks or from the HUD field office;
- Refer recommendations for change to Executive Director; and
- Submit recommendations to the Commission

The administrative fee reserves may be used to fund normal Housing Authority operations or to replace equipment. The decision to use reserves will be made through the City budgeting process, and all operating expenditures of the Housing Authority are subject to City Council approval. See Section XVIII for the operating reserve policy.

## **XV. Code of Conduct**

Housing Authority employees and commissioners are subject to the Conflict of Interest Code adopted by the City of Norwalk. Commissioners and certain designated positions are listed in the City's Conflict Code and these individuals are required to file Form 700, Statement of Economic Interests upon assuming office/employment, leaving office/employment and annually. The Conflict Code also lists each position's disclosure categories, such as real property ownership, investments, or business activities.

Employees, officers, agents, contractors, and subcontractors are subject to additional conflict of interest requirements under Federal funding and Housing Choice Voucher program as described in this section.

### **A. Conflict of Interest**

No employee, officer or agent of Authority shall participate in selection, award or administration of a contract supported by Federal funds if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, officer, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has financial or other interest in the first selected for award. Employees, officers and agents of the Authority shall be careful to ensure that s/he is involved in no apparent or potential conflict of interest violations.

Neither the Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the Authority (except tenant commissioner);
- Any employee of the Authority, or any contractor, subcontractor or agent of the Authority, who formulates policy or who influences decisions with respect to the programs;
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
- Any member of the Congress of the United States.

Any member of the classes described above must immediately disclose their interest or prospective interest to the Authority and HUD.

The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

The Authority will not execute the HAP Contract until the HUD field office makes a decision on the waiver request.

B. Provisions in the HAP Contract

The Section 8 HAP Contract for the Housing Choice Voucher Program, between the Authority and the owner of a unit occupied by an assisted family, details the types of interest that are prohibited under the contract.

Section 13 of the HAP Contract refers to those classes of persons mentioned above as “covered individuals” and further provides that a covered individual may not have any direct or indirect interest in the HAP Contract or in any benefits or payments under the Contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

“Immediate family member” means spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP Contract, or at any time during the HAP Contract term.

If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the Authority and HUD.

The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

No member of or delegate to the Congress of the United States or tenant commissioner shall be admitted to any share or part of the HAP Contract or to any benefits which may arise from it.

C. Prohibition on the Solicitation of Gifts

1. The Authority’s officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
2. An employee, officer or agent of the Authority shall be careful to ensure that s/he is involved in no apparent or potential violations of this provision.

D. Administration

1. Any employee, officer or agent of the Authority should report violations of this Code of Conduct to his/her supervisor, or to the Executive Director.

2. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.
3. All Authority supervisors have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting a higher level supervisor or the Executive Director, if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal complaint has been made.

E. Discipline

Any employee, officer or agent of the Authority determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

F. Dissemination

Any employee, officer or agent of the Authority shall be informed of this Code of Conduct when this Code is adopted, and/or when s/he is initially retained by the Authority. This Code of Conduct shall be incorporated in the Section 8 Housing Choice Voucher Administrative Plan.

**XVI. Record Retention**

The Authority will follow the City's record retention policies and procedures. Generally, an inactive applicant or participant file will be retained for a minimum of three years. If the tenant was terminated or owes money to the Authority, only information relevant to the termination or amounts owed will be retained after three years. Grant applications and financial information will be retained for a minimum of seven years.

**XVII. Procurement Policy**

The Authority will follow the City's adopted procurement policy.

**XVIII Administrative Fee (Operating) Reserve**

The Administrative Fee (Operating) Reserve may be used, if necessary, to support routine operating expenses of the Authority as long as these expenses are included in a budget or budget amendment approved by the City Council. The reserves may also be used to support up to two weeks of Housing Assistance Payments in a fiscal year as necessary to cover funding shortfalls or to maximize leasing.

If the operating reserve funds are needed to support more than two weeks of Housing Assistance Payments during the fiscal year, then the Housing Authority Commission must approve the expenditure by Resolution.

**Exhibit I**

**SUBSIDY STANDARDS**

<b><u>Voucher Size</u></b>	<b><u>Minimum Persons</u></b>	<b><u>Maximum Persons*</u></b>
1	1	4
2	3	6
3	5	8
4	7	10
5	9	12

HQS Standards allow 2 persons per living/sleeping room, assuming living room is used as a sleeping area.

The Authority may grant exceptions from the established standards as a reasonable accommodation to a household with a disabled member if sufficient funding is available.



## **Exhibit II**

### **COMPLAINT AND APPEAL PROCEDURE**

In accordance with 24 CFR, Part 982.554 and Part 982.555, the Authority has established separate review procedures for applicants and participants. Families will be considered "applicants" until the Authority executes a HAP Contract with an owner, at which time the family becomes a "participant".

#### **APPLICANT REVIEW PROCEDURES/ RIGHT TO INFORMAL REVIEW**

The Authority will give prompt written notice of an adverse determination and provide an opportunity for an informal review in which the applicant may present written or oral objections to the determination. The applicant must request an informal review in writing. The written request for an informal review must be received within 10 days of the date on the determination notice from the Authority.

The Authority will provide an applicant with the opportunity for an informal review of decisions:

- Denying listing on the waiting list
- Withdrawing a Housing Choice Voucher
- Denying participation in the program
- Refusing to process or provide assistance under portability procedures

Reviews will not be extended to applicants for the following determinations, which are a matter of the Authority discretion such as:

- Determination of the number of bedrooms entered on the voucher
- Rejection of a unit that does not meet Housing Quality Standards
- Disapproval of the owner's lease agreement
- Refusal to extend the time period on a Voucher

The Housing Manager will conduct reviews. If the Housing Manager had a direct role in the decision or approval of the decision under review, the review will be conducted by the Director of Community Development, city staff from another division or department or a neutral, outside party contracting with the Authority for this purpose.

The informal review need not be as elaborate as an informal hearing. The Hearing Officer will determine whether to accept the applicant's written objections to the Authority's decision or schedule a session where oral objections can be made. The individual conducting the review will receive and review the applicant's oral or written objections and render a final decision. If the decision is contrary to HUD regulations and Authority policies, the Authority makes the final

decision if assistance is granted or denied. The Authority or the individual conducting the review will send a written decision to the applicant within 15 business days as to the final decision and the reasons for its determination.

## **PARTICIPANT HEARING PROCEDURES/RIGHT TO INFORMAL HEARING**

The Authority will give prompt written notice of an adverse determination and provide an opportunity for an informal hearing in which the participant may present written or oral objections to the determination. The participant must request an informal hearing in writing. The Authority must receive the written request for an informal hearing within 10 days of the date on the notice of determination. On a case-by-case basis, the Housing Manager may grant an informal hearing if the hearing request was received after the ten (10) days. The participant may request records and documents, which are relevant to the hearing. Copies may be made at the participant's expense. Conversely, the Authority may request any documents from the participant, which are relevant to the hearing.

The Authority will conduct informal hearings at the request of participants, which involve:

- Calculation of the TTP or Tenant Rent
- Denial or termination of assistance
- Determination that a family is over-housed
- Determination of bedroom size entered on the voucher
- Termination from Family Self-Sufficiency Program
- Denial of reasonable accommodation request

The Authority is not required to give a participant an opportunity for an informal hearing when it:

- Fails a unit for HQS violations
- Refuses to extend the time on a voucher
- Imposes sanctions against an owner who is not in compliance with program requirements
- Takes other actions following the Authority's discretionary administrative procedures or HUD policies and procedures

The Authority will schedule the informal hearing appointment within 30 days of receiving the request. The Authority will attempt to schedule the informal hearing prior to termination of the housing subsidy. If the hearing is delayed until after the termination effective date to accommodate a participant's scheduling request or because the hearing request was not received in a timely manner, then the subsidy will not be extended. If, however, the Authority caused the hearing to be delayed, then the Authority will extend the subsidy for another month. No more than two attempts

will be made to schedule an informal hearing with the participant. If the participant is unwilling or unable to schedule or attend any hearing appointments within 60 days of the hearing request, then the matter will be closed.

If the participant fails to appear within 20 minutes of the appointment time, the participant must contact the Authority by close of business on the next business day to reschedule. If the participant fails to contact the Authority to reschedule or fails to appear at the second informal hearing appointment, the matter will be closed.

The Authority will notify the participant of their right to request a reasonable accommodation if the participant's disability poses a limitation or barrier to participation in the informal hearing. Reasonable accommodation requests should be submitted in writing at least 72 hours in advance of the informal hearing appointment.

A participant with limited English proficiency may arrange to bring their own interpreter or request that the Authority provide an interpreter. Such request must be made within 24 hours of the informal hearing appointment.

A participant may send a representative to the hearing appointment to act on their behalf. However, the representative must have signed authorization from the participant in order to act as the participant's representative. A participant, who disagrees with the outcome of an informal hearing, may not request a rehearing due to the fact that they were unable or unwilling to be present for the initial hearing and elected to have a representative appear on their behalf.

City staff from a different division or department or a neutral, outside party contracting with the Authority for this purpose will conduct the informal hearing. The Hearing Officer may regulate the conduct of the hearing.

The Authority and participant will be given an opportunity to present evidence and present and question witnesses. Evidence may be considered without regard to admissibility under rules of evidence applicable to judicial proceedings. The participant has the right to legal counsel at his/her expense and must notify the Authority five (5) days in advance of the hearing appointment if they wish to bring legal counsel to the hearing. The Authority reserves the right to reschedule the hearing appointment in order to obtain legal counsel of its own.

The Authority will request that the Hearing Officer make an audio recording of the proceedings.

The Hearing Officer may continue a hearing if additional information from either party is requested. Otherwise, the Hearing Officer will advise each side that the testimony and evidence will be reviewed, a final decision made and a determination letter issued stating the decision and the reasons for the decision within fifteen (15) business days. The decision of the Hearing officer is final.

The Hearing Officer will use the following principles for the informal hearings and decisions:

- Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

- Determinations on the matter being reviewed shall be based on the evidence presented at the hearing.
- If the issues and differences can properly be resolved at the hearing, the Hearing Officer should attempt to resolve them through mutual consent as long as the resolution is not contrary to applicable law, HUD regulations and/or the Authority's policies.
- The purpose of the hearing is to determine if the original decision made in the case is in accordance with the law, HUD regulations and the Authority's policies.
- The Hearing Officer may not make a finding contrary to HUD regulations or requirements, contrary to federal, state or local law or exceeding the authority of the Hearing Officer.

## **Exhibit III**

### **FAMILY SELF-SUFFICIENCY PROGRAM**

#### **I. Selection of FSS Participants**

The policies for selection of Family Self Sufficiency (FSS) Program participants are designed to assure non-discrimination with respect to race, color, religion, ancestry, sex, age, sexual orientation, disability, marital status, familial status or national origin.

All participants will be initially contacted by mail regarding their interest in FSS. An informational brochure will accompany an interest form which the family will be requested to fill out and return to the Authority. The interest form will indicate if family members are enrolled or on a waiting list for vocational/job training or an educational institution.

Each interest form will be date and time stamped. If there are more interested participants than slots available, a waiting list will be created. Preference will be given to Section 8 Welfare-to-Work voucher program participants. Also, a family, whose Head of Household or spouse is enrolled in an educational institution or training program, will receive a preference. Otherwise, all others will be assisted on a first come, first served basis.

Selected families will be screened for motivation. They will be asked to complete specific tasks, which are readily accomplishable by the family and based on the family's educational level and/or disabilities. Examples of specified tasks are as follows:

- 1) Attendance at FSS orientation meetings and/or pre-selection interviews
- 2) Contacting job training programs or educational institutions

If the Authority determines that a key supportive service is unavailable, the family will be consulted and would be skipped. The FSS slot would be made available to the next family for which support services are available. A family, who was skipped due to the unavailability of a support service, will be provided a non-targeted FSS slot when the missing service becomes available.

#### **II. Outreach**

If there is not sufficient interest to fill the FSS slots available, additional outreach will be necessary such as:

- 1) Presentations of FSS at briefing meetings
- 2) Explanation of FSS during reexamination meetings
- 3) FSS brochures passed out to participants during HQS inspections
- 4) Posters and leaflets available in the reception area of the Authority

- 5) Additional mailings with follow-up phone calls

### **III. Denial of Participation**

Participation in FSS must be denied to any former FSS participant who had graduated and received an escrow. A former participant who had been terminated from FSS for not meeting the program obligations may be assisted a second time at the discretion of the Authority. Participation may also be denied to anyone owing money to the Housing Authority in connection with the Section 8 program.

### **IV. First Time Homebuyer Preparation Program**

All FSS participants will be offered the opportunity to enroll in the First Time Homebuyer Preparation Program, which focuses on budgeting, saving, credit repair, and homebuyer education. Participants will receive one-on-one counseling concerning their individual credit, income and budgeting needs. Participants will also be enrolled in a free HUD approved First Time Homebuyer course and receive a certificate of participation upon completion. Participants will also be referred to City programs providing financial assistance to low-income homebuyers. Upon graduation from FSS, counseling and follow-up may still be conducted by the Housing Authority to assist the former FSS participant with becoming a successful homeowner.

### **V. Termination from FSS**

Families will be terminated from the FSS Program if they fail to fulfill their Contract of Participation. Since the family is required to seek and maintain employment throughout the term of the Contract, failure to do so would constitute grounds for termination. The Authority may choose to withhold support services for non-compliance of the Contract.

The Authority does not anticipate termination of Section 8 assistance due to:

- 1) Failure to meet obligations under the Contract of Participation
- 2) Failure to become independent from welfare

If a family previously participated in the FSS Program and did not meet its obligations and was terminated, the family may be denied future participation in FSS.

If a family owes the Authority or another PHA money in connection with Section 8 or Public Housing, the family may be denied participation in FSS.

If a family does not pay their share of the rent to the Section 8 owner, the family may be terminated from FSS.

If a family is terminated from Section 8 or voluntarily withdraws, the FSS Contract will also be terminated.

The same policy regarding notification of termination from the Section 8 program and the right to a hearing will apply in termination of a family from FSS (See Complaint and Appeal Procedure, Exhibit II).

## **VI. Portability under FSS**

A family participating in FSS must lease a Section 8 unit in the City of Norwalk. If an FSS family moves outside the jurisdiction under portability, the Contract of Participation will be sent to the receiving agency. If the receiving PHA does not have an FSS program, does not accept the family under its own FSS program or the family fails to sign a new Contract of Participation with the receiving PHA within six months of the transfer date, the Authority will terminate the family's Contract of Participation. This termination will result in forfeiture of the escrow funds. If the family initiates a Contract with the receiving PHA, the Authority will send the escrow account balance to the receiving PHA to administer.

If a portable FSS family comes to the City of Norwalk from another jurisdiction, the Authority will review the family's Contract of Participation. If the family wishes to continue on the FSS Program, the Authority will make a determination as to the feasibility of accepting the family into its FSS Program. One of the considerations would be whether the family would remain in the Authority's jurisdiction during the remainder of the Contract term. Another consideration would be the availability of needed services and a FSS slot.

## **VII. Contract Extensions**

The initial term of the FSS Contract of Participation is five years. The Contract may be extended for up to two additional years under certain circumstances. The family must submit a written request for an extension, which details why more time is needed. Contract extensions will be granted for good cause and may vary in length. Good cause means circumstances beyond the control of the FSS family that prevented the family from completing their training and services plan within the five-year period. Requests for extensions will be reviewed on a case-by-case basis and approved by the Housing Manager. Examples of circumstances warranting an extension are serious illness, involuntary loss of employment, or unavailability/discontinuation of necessary services.

The Authority will consider such extensions that are necessary to enable the family to meet the goal of remaining off welfare assistance for one year prior to expiration of the Contract. During extensions, participants still qualify for escrow credit.

## **VIII. Escrow Accounts**

The Authority may disburse a portion (not all) of the escrow account earned by the FSS family during the Contract period if the family:

- 1) Has completed certain interim goals
- 2) Is in good standing with the Section 8 and FSS programs; and

- 3) Needs a portion of the FSS account to complete an essential goal, i.e., school tuition, job training expenses, business start expenses, etc.

An interim disbursement of FSS escrow will not be approved if it is clear that the family will not be successfully completing the FSS Contract. An interim disbursement of the escrow account will have a restricted use, specific to meeting a certain goal. The Authority will use normal verification methods to ensure that the disbursement was used for the purpose intended. If the family engages in fraud or misinformation with respect to the interim disbursement, it will be subject to termination from FSS and the Section 8 program.

If the FSS head of the family moves out, the remaining members may designate another family head to receive funds.

The escrow account will be forfeited if the family:

- 1) Is terminated or voluntarily withdraws from the Section 8 program prior to completion of the Contract.
- 2) Is terminated from the FSS program.
- 3) Completes the FSS Contract but a member of the household is receiving welfare assistance (or has received welfare within the last 12 months) at the expiration date of the Contract, including any extensions.
- 4) Fails to continue participation in FSS after the Head of Household dies or leaves the family.
- 5) Fails to pay their portion of the rent to the Section 8 owner.
- 6) Moves out of the jurisdiction under portability but fails to sign a FSS Contract with the receiving PHA.

## **IX. Affirmatively Furthering Fair Housing**

The Authority will take reasonable steps to affirmatively further fair housing in the FSS program. This section outlines the steps that will be taken and the records that will be maintained.

- 1) The policies for selection of FSS Program participants are designed to assure non-discrimination with respect to race, color, religion, ancestry, sex, age, sexual orientation, disability, marital status, familial status or national origin. Records on the participant's sex, age, disability, marital status, familial status, race, and ethnicity will be maintained in the participant's Housing Choice Voucher (HCV) Program case file, where they can be reviewed.
- 2) Outreach will be conducted as needed to fill available slots in the program. Outreach may be conducted at voucher briefing sessions and during reexamination and



HQS inspections to ensure that a diverse group of participants will be contacted. The FSS Coordinator will maintain records of the outreach and follow-up sessions conducted.

3) The FSS Coordinator will assist participants with all aspects of their Contract of Participation and HCV case, including landlord-tenant issues and fair housing complaints. These activities will be documented in the case file.

4) FSS applicants or participants requiring reasonable accommodation will be referred to the Housing Manager for review. The reasonable accommodation requests and outcomes will be documented in a log maintained by the Housing Manager.

5) At least annually, the Housing Manager and FSS Coordinator will review outreach measures and program data to determine the effectiveness of these measures on affirmatively furthering fair housing the FSS program and revisions to program policies and procedures will be made as needed.

## Exhibit IV

### ASSISTANCE TO OWNERS OF MANUFACTURED HOMES

#### I. Eligibility and Tenant Selection

An owner of a manufactured home must qualify for Section 8 assistance as described earlier in this plan. The family must occupy its manufactured home as its principal place of residence and lease, but not own, the manufactured home space (pad).

The same verification of income and eligibility is used for manufactured home owners as for other Section 8 applicants. No special preference is given to applicants who are manufactured home owners. Families are selected from the waiting list and assigned a voucher as described earlier in this plan.

#### II. Payment Standard and Utility Allowance

##### A. Payment Standard

The Payment Standard is the lower of the voucher unit size or the number of bedrooms in the manufactured home.

##### B. Rent of Manufactured Home Space

The total rent of the manufactured home space includes the rent for the pad, owner maintenance and management charges for the space, monthly loan payment for the cost of purchasing the manufactured home, insurance, property taxes, and applicable allowance for tenant paid utilities. The monthly loan payment is the debt service established at the time of purchase. Any increase in debt service due to loan refinancing after the purchase of the home may not be included in the amortization cost. In order for the home insurance and taxes to be included in the subsidy calculation, these amounts must be included in the family's monthly loan payment.

If a family moves to a new space and incurs hook-up charges, an amount, which reasonably amortizes these charges over a 12-month period, is added to the utility allowance (for one year only).

##### C. Rent Reasonableness Determination

A rent reasonableness analysis of the space rent must be conducted before the lease is approved and **annually** thereafter.

##### D. Housing Quality Standards

The owner of the manufactured home space is responsible for correcting any HQS deficiencies that have to do with the space. However, the family is responsible for ensuring that the manufactured home is in compliance with HQS.

### **III. Calculating HAP for Voucher Tenancy**

The “space rent” is subject to rent reasonableness determination.

The amount of the monthly housing assistance payment for a family will equal the lesser of:

- The payment standard minus the TTP; or
- The total rent of the manufactured home space as defined above minus the TTP.

If the amount of the monthly assistance payment for a family exceeds the monthly rent for manufactured home space (including monthly management and maintenance charges), the PHA will pay the remainder to the family.

The family is responsible to promptly notify the Authority of any changes in their monthly loan payment amount and advise the Authority if they have stopped making their monthly payments for any reason.

## Exhibit V

### PROJECT-BASED ASSISTANCE

#### **I. Overall Approach**

The Authority may attach up to 30% of baseline units to existing units, units for rehabilitation or new construction under the Project-Based Voucher (PBV) Program. Project-basing may be considered an option for securing long-term affordability for existing low-income units or “at risk” projects, a strategy for improving lease-up in a tight rental environment, and/or a method of financing the construction of affordable rental housing.

#### **II. Project Selection Policy**

The projected number of units to be assisted under project-based Section 8 will be determined annually and described in the Public Housing Agency (PHA) Annual Plan. The project selection criteria, including eligible unit types, is described in this section of the Administrative Plan. The Authority may attach assistance to the greater of 25% of the units in a project or 25 units, up to 40% of the units in a project located in a census tract with a poverty rate of 20% or less, or up to 100% of the units if the project is designated for elderly tenants or is for households eligible for supportive services. PBV will not be provided to group homes, cooperative housing, shared housing, transitional housing, or nursing homes.

The availability of PBV funding will be announced periodically through a competitive process. The deadline for submission of proposals will be set at the time of the announcement and will vary depending upon the type of project proposals being solicited, but generally will be 30-60 days. Proposal evaluation criteria will include capacity and experience of developer, financial viability of the project, design/rehabilitation scope of work, project amenities, location, and neighborhood amenities. Points will be awarded based on how well the project meets the evaluation criteria. Specific details on proposal submission and rating procedures will be posted on the City’s website.

Proposed sites will be reviewed in accordance with 24 CFR 983.57(b)(1) and the site selection standards described in the PHA Plan. Sites located in census tracts with low-poverty rates or in/adjacent to economic opportunity areas will receive more points during the evaluation phase. For existing and rehabilitated housing projects, sites with access to public transportation, near major thoroughfares and in close proximity to jobs and services will receive greater consideration. For new construction projects, sites will be evaluated based upon 24 CFR 983.57 ( e). Greater consideration will be given to proposals that accomplish deconcentration goals and are located in census block groups that currently lack assisted projects.

“Project” is defined as multiple buildings on contiguous parcels of land.

The Authority will advertise in a local newspaper with general circulation and post information on the City’s website concerning the availability of PBV funding. An interest

list of property owners and developers will be maintained. Those on the interest list will receive an email concerning the availability of PBV funding. Publication of the notice of funding shall be made at least once.

The project selection date is the date of Housing Authority Commission approval. The results of proposal selection will be made available on the City's website.

### **III. Contract Length and Extensions**

The length of the Contract will vary from five to twenty years depending upon the needs of the project as determined by the Commission. Contract extensions and the length of extensions will be subject to Commission approval.

### **IV. Eligibility and Tenant Selection**

The Authority will also be responsible for managing the waiting list and tenant selection for each project. Placement and selection on the list will differ between projects based upon the population that the project is targeting (e.g. elderly, veterans, or homeless). The Authority will use the regular Section 8 waiting list to make selections for project-based units before establishing a separate waiting list. The Section 8 waiting list gives preference to existing tenants of a building selected for project-based assistance. The tenants must be eligible for Section 8 to receive the subsidy. If a separate waiting list is established, the list may be opened or closed independent of the regular Section 8 waiting list.

The Authority will be responsible for reviewing each tenant's eligibility before referring the applicant to the project for further screening. If the unit is for a household eligible for supportive services, eligibility will be verified by a service provider or other knowledgeable professional. During the eligibility interview an eligible applicant will be given information about the project. If the applicant is interested in applying for the project, referral to the project owner or manager will be made. The Authority will attempt to refer 2-3 eligible applicants for each vacant unit. If an applicant does not want the project-based unit or is not selected by the owner, the applicant will be returned to the tenant-based voucher waiting list only if the applicant had also applied for a tenant-based voucher. If the applicant wants a project-based unit, but the unit is not available, the applicant may choose to be placed back on the waiting list until a unit becomes available.

At the time of the eligibility interview, if the applicant has a choice of tenant-based or project-based assistance and no tenant-based vouchers are available, then the applicant will be returned to the waiting list until a voucher becomes available. If the applicant was given priority due to the project's specific selection criteria (i.e. elderly or disabled) and the applicant does not want the project-based assistance, their application will also be returned to the waiting list. Applicants who reject two unit offers will be removed from the PBV waiting list or returned to the tenant-based waiting list.

Eligibility for a project-based voucher is the same as the Section 8 eligibility criteria described earlier in this plan.

## **V. Overcrowded, Under-Occupied Units**

Should the household size increase or decrease requiring a change of unit, the household will be offered either the first available unit appropriate for their household size or a tenant-based voucher, if available. The tenant does not have to accept a tenant-based voucher if they want to wait for the next suitable unit. If the tenant elects to wait for the next unit but refuses the unit offered, the household will be required to accept a tenant-based voucher when one is available and move before the expiration of the voucher.

## **VI. Contract Rent and Rent Adjustments**

The gross rent (rent plus allowance for tenant-paid utilities) requested for the assisted units must be rent reasonable and cannot exceed the Authority's payment standard or other limit set by HUD.

Contract rent and rent adjustments will be negotiated with the project's owner prior to Contract execution and annually thereafter. The Contract and amendments will detail the approved rent.

Tenant recertifications will be effective on the anniversary date of the Contract. The latest Utility Allowance Schedule will be applied to the tenant's rent calculation during the annual recertification.

## **VII. Moving and Portability**

A tenant, who has received project-based assistance for at least one year, may request a tenant-based voucher in order to move. That tenant may elect to move to another unit in Norwalk or transfer under portability. If a tenant-based voucher is not available at the time of the move, the tenant will receive the next available voucher. The project-based unit vacated by the household will remain subsidized. The Authority will refer eligible households from the waiting list to fill the slot.

## **VIII. Vacancies**

At the Authority's discretion, the contract with the owner may provide for up to two months of HAP payments for vacant units. The vacancy payment will be based upon 100% of the HAP at the time that the unit was vacated less any amounts collected or retained from by the owner from the tenant's security deposit for rent in excess of the tenant's rent portion. The Authority may amend the contract to reduce the number of contract units in a property if a unit is vacant for 120 days or more. On a case-by-case basis, the Housing Manager will determine whether to remove or add units.

## **Exhibit VI**

### **INCOME EXCLUSIONS**

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (including Kinship Guardian Assistance Payments (KIN-GAP));
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide (as defined by regulation);
6. The full amount of student financial assistance paid directly to the student or to the educational institution for qualified students;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8.
  - (a) Amounts received under training programs funded by HUD:
  - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - (d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
  - (e) Incremental earnings and benefits resulting to any family members from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and

objectives, and are excluded only for the period during which the family member participates in the employment training program.

9. Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days.
10. Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years or older (excluding the HOH, spouse or co-head);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic payments of supplemental security income, social security benefits, and Department of Veteran Affairs (VA) disability benefits;
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
15. The value of food stamps provided under the Food Stamp Act of 1977;
16. Payments to Volunteers under the Domestic Volunteer Services Act of 1973;
17. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
18. Payments received under the Alaska Native Claims Settlement Act;
19. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
20. Payments or allowance made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;
21. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
22. Payments received by members of the Seneca Nation under the Seneca Nation Settlement Act of 1990;
23. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest of individual Indians in trust or restricted lands including the first \$2000 per year of income received by individual Indians from funds derived from interest held in such trust or restricted lands;
24. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs



student assistance programs. Any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965, from private sources, or an institution of higher education, shall not be considered income to that individual if that individual is over the age of 23 with dependent children;

25. Payments received from programs funded under Title V of the older Americans Act of 1985;
26. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation;
27. Payments received under the Maine Indian Claims Settlement Act of 1980;
28. A lump sum or a periodic payment received by an individual Indian pursuant to the class action settlement agreement in *Elouise Cobell et al v. Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010;
29. The value of any child care provided or arranged (or any amount received as payment for such care reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
30. Earned income tax credit (EITC) refund payments received on or after January 1, 1991;
31. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
32. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
33. Any amount of crime victim compensation received under the Victims of Crime Act;
34. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998;
35. Earned Income Disallowance for persons with disabilities under the initial 12 month exclusion and second twelve month exclusion and phase-in within a maximum four year disallowance period;
36. Amounts received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants and Children (WIC); and
37. Amounts received by or on behalf of a veteran for service-connected disability, death, dependency, indemnity compensation if the recipient is assisted under a program

authorized by the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

38. Major disaster and emergency assistance received by individuals and families under the Robert Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations.
39. Any allowance paid under the provision of 38 U.S.C. 1833(c ) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16) and children of certain Korean service veterans born with spina bifida (3 U.S.C. 1821)
40. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002.
41. Value, actual or imputed interest, contributions to (from non-beneficiary), and distributions from an account established under a State administered ABLE program established under the Achieving a Better Life Experience Act of 2014 (ABLE Act).

## Exhibit VII

### LIMITED ENGLISH PROFICIENCY (LEP) POLICY

In accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 issued on August 11, 2000, the Authority is committed to allowing access to our federally funded programs regardless of race, color or national origin. To address the special needs of individuals who have Limited English Proficiency (LEP), the Authority enacted the following framework of methods to ensure that program benefits are accessible by LEP eligible individuals.

#### GOALS:

- Ensure program benefits are not denied to otherwise eligible individuals because of language barrier; and
- Ensure all Authority staff is trained to properly address the special needs of LEP individuals.

#### PROPOSED ACTIONS:

Under this LEP Policy, the Housing Authority will attempt to hire sufficient bi-lingual (English/Spanish) staff to provide language services in-house. Bilingual staff will receive bilingual pay based on the rate negotiated between the City and the employee union.

If an employee is proficient in the language spoken by a Spanish-speaking applicant/participant, the employee may continue with the application or other services process in Spanish. If the employee is not proficient in Spanish, s/he may seek the assistance of other employees who speak Spanish.

In cases where the language spoken is not English or Spanish, the applicant/participant may request that the Authority provide a telephonic interpreter or provide their own interpreter. The Authority will regularly review the need for other language services and available resources to ensure that applicants and participants needs are being met.

Under no circumstances is an applicant or participant to be deemed ineligible for program benefits solely on the applicant's LEP status.

Under this LEP policy, when the Authority conducts interviews, hearings or briefings, the LEP applicant/participant will be advised of their option to bring an interpreter or to request that the Authority provide an interpreter. Due to limited resources at this time, the Authority provides interpretation in Spanish or telephonic interpretation upon request. Additionally, as resources permit, the Authority will attempt to use alternative forms of communication as needed to accommodate persons with disabilities.

If needed, group briefing sessions may be conducted in two languages (English/Spanish) or a separate briefing may be held for Spanish speaking applicants.

## Exhibit VIII

### **EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

#### **I. Emergency Transfers**

**Norwalk Housing Authority (NHA)** is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), NHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit.

NHA does not own or manage any housing units. However, NHA provides rental assistance through both the tenant-based and project-based Section 8 program. For the purposes of this plan, a transfer refers to a request to move with a tenant-based voucher to another unit or to transfer to another jurisdiction administering the Section 8 program. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of NHA to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the **Section 8 Housing Choice Voucher Program** is in compliance with VAWA.

#### **II. Eligibility for Emergency Transfers**

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: The participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

The Authority will approve emergency transfers even when the following circumstances apply:

- The tenant is still in the initial lease term (tenant-based voucher only);
- The tenant moved or is moving with less than 30-day notice;

- The tenant owes money to the Authority; and
- The tenant owes rent to the owner (if direct result of domestic violence, dating violence, sexual assault or stalking).

The Authority may not approve an emergency transfer if the tenant is:

- Currently undergoing termination for an unrelated matter; or
- Being evicted for a lease violation that is unrelated to domestic violence, dating violence, sexual assault or stalking.

For project-based vouchers, the Authority will not approve an emergency transfer request if the tenant has been living in the unit less than one year, a tenant-based voucher is not available, or another safe PBV unit is not immediately available.

When a tenant-based voucher is not immediately available, the PBV tenant will be placed at the top of the waiting list to receive the first available tenant-based voucher.

### **III. Emergency Transfer Request Documentation**

To request an emergency transfer, the participant shall notify NHA and submit a written request to receive a voucher, and if desired, to transfer to another jurisdiction administering the Section 8 Housing Choice Voucher Program by completing a HUD-5383 form. NHA will provide reasonable accommodations to this policy for individuals with disabilities. If the tenant does not complete the HUD-5383 form, the participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under NHA's program; OR
2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

NHA may require further documentation to verify the need for the emergency transfer. Such documentation must be submitted to NHA within 14 business days from the date that the participant receives the written request. Depending upon the urgency of the situation, NHA may issue the voucher and/or complete a portability transfer prior to receiving further documentation. However, if the emergency transfer request is not later verified, then NHA may deny the transfer or terminate assistance.

### **IV. Lease Bifurcation**

The Owner may choose to bifurcate the lease or remove a household member or lawful occupant from a lease when such member engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. If lease bifurcation is used, the owner must submit a new

lease to the Authority. If the change in household size will result in the downgrade of the voucher size, the Authority will continue to subsidize the tenant under the current voucher size until the first annual recertification. At that time, the voucher size will be adjusted in accordance with the Authority's occupancy standards. For individuals with disabilities, reasonable accommodations may be granted on a case-by-case basis.

## **V. Confidentiality**

NHA will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives NHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about NHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **VI. Emergency Transfer Timing and Availability**

NHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. NHA will, however, act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit or jurisdiction. If the selected unit is eligible, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred.

NHA may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit. If NHA has no safe and available units for which a participant who needs an emergency transfer is eligible, NHA will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, NHA will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **VII. Safety and Security of Participants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe. Participant who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance

in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

**Su Casa Family Crisis & Support Center\***

3840 Woodruff Avenue  
Long Beach, CA 90808  
(562) 421-6537

**Angel Step Inn Domestic Violence Emergency Shelter**

11500 Paramount Blvd.  
Downey, CA 90241  
(323) 780-7285

**Women's & Childrens Crisis Shelter**

13203 Hadley Street  
Whittier, CA 90601  
(562) 945-3939

**Interval House**

6615 East Pacific Coast Highway, Suite 170  
Long Beach, CA 90803  
(714) 891-8121

**WomenShelter of Long Beach**

(562) 437-7233  
Emergency shelter hotline: 562-437-4663

\*The City of Norwalk provides funding to Su Casa, which offers free on-site counseling in both English and Spanish two days a week at the Social Services Center

## Exhibit IX

### LEAD-BASED PAINT PROCEDURES

#### **I. Information to Participating Tenants and Landlords**

Upon issuance of a voucher, the prospective tenant is provided with the “Protect Your Family from Lead in Your Home” brochure. A signed acknowledgement will be kept in the tenant’s file.

The Request for Tenancy Approval packet will include the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. The landlord is required to provide the tenant with the “Protect Your Family from Lead in Your Home” brochure, provide any information or reports about known lead hazards, and to obtain signatures on the disclosure form on or before the lease is signed.

From time to time, the Authority will provide information and reminders to the landlords in the Authority’s newsletter and at workshops.

#### **II. Inspection Procedures**

24 CFR Part 35, Subpart M are the code of federal regulations about the lead-based paint requirements that apply to the Housing Choice Voucher program. The regulations apply to housing built prior to 1978 and to units that are occupied or will be occupied by one or more children under the age of 6, including common areas, on-site playgrounds or day care facilities.

During an initial, annual, or special inspection of both tenant-based and project-based units, Authority staff will conduct a visual assessment to identify deteriorated paint. The regulations define deteriorated paint as any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

If the size of a damaged area is larger than a nail hole or hairline crack, then the paint is considered to be deteriorated. The inspector will determine if the size of the deteriorated area meets or exceeds de minimis levels, which will dictate how repairs must be made.

De minimis levels are defined as a painted surface:

- More than ten percent (10%) of a total surface area of an interior or exterior type of component with a small surface area (such as sills, baseboards, or trim).
- At least 20 square feet on all the exterior surfaces, including the building, outbuildings, fences and play equipment.
- More than two square feet or larger in any one interior room including floors, walls, and ceiling.



Regardless of the size of the deteriorated paint area, the area must be repaired and stabilized. The property owner is responsible to:

- Protect the residents and their belongings
- Use repair methods to minimize dust, such as wet sanding or scraping
- Repair substrate damage, if applicable
- Repair the paint
- Conduct cleanup to remove dust and debris

If the size of the deteriorated paint area is more than de minimis levels, the owner must:

- Hire a contractor who has an EPA Lead-Based Renovation, Repair and Painting (RRP) certification, or other HUD approved certification
- Use safe work practices
- Provide Authority with the contractor's information and training certificate
- Contact the Authority for follow-up inspection and clearance examination
- Give a notice to the tenant describing the results of the clearance examination
- Provide on-going maintenance to treat deteriorated paint

If the unit fails clearance, it must be recleaned or retreated and retested.

### **III. Child with Elevated Blood Lead Level (EBLL)**

Every quarter, the Authority will contact the County of Los Angeles Health Department for data on EBLL children living in the City. If an EBLL child under the age of six (6) is found to living in a unit assisted by the Section 8 program, then additional evaluation is required.

The owner is required to report the name and address of an EBLL child to the public health department within 5 business days of being notified by any other medical health care professional. For any confirmed case of an EBLL child, the owner must also notify the HUD field office and the HUD office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified.

If the Authority receives unconfirmed information about the child with EBLL from an owner, tenant, or other unofficial source, the Authority will contact the tenant for confirmation and/or referral to the Health Department. If the Authority receives confirmed information of an EBLL child, the Authority will ask the Health Department if they already conducted or intend to conduct an environmental investigation. Typically, the Health Department will be the lead agency responsible for conducting the environmental investigation.

The owner shall provide the HUD field office documentation that it conducted the environmental investigation, lead hazard reduction, and tenant notification within 10 business days of the deadline for each activity.

The environmental investigation, which includes the unit the child is living in or last lived in and common areas, must be completed within 15 calendar days of receipt of notification of an EBLL child. If the child is no longer living in the unit but another assisted household lives there or intends to live there, then the environmental investigation must be completed.

The owner must notify affected occupants of any lead-based paint hazard evaluation within 15 calendar days of receiving the report or making the presumption that lead-based paint hazards are present in accordance with 24 CFR 35.125.

The purpose of the environmental investigation is to identify all possible sources of exposure to lead and ensure the success of any needed intervention. The investigation entails visiting the dwelling unit as well as other places where the child spends a significant amount of time, interviews of family members and guardians, testing, and identification of interventions.

If lead hazards are identified in the dwelling unit and/or common areas, the owner must complete the reduction of lead-based paint hazards identified in the environmental investigation within 30 calendar days of receiving the report. Lead hazard reduction will be considered complete when a clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated or the Health Department certifies that the lead-based paint hazard reduction is complete. If the owner does not complete lead hazard reduction activities, then the Housing Assistance Payments will be abated. The owner must notify affected occupants within 15 calendar days after the hazard reduction activities have been completed.

If the environmental investigation identifies lead-based paint hazards in the dwelling unit and/or common areas, the Authority will conduct a risk assessment of other assisted units on the premises occupied by or expected to be occupied by a child under the age of six. The risk assessment(s) must be completed within 30 calendar days of receipt of the environmental investigation report if there are 20 or fewer units, or 60 calendar days if there are more units.

The owner will have 30 calendar days, or 90 calendar days if more than 20 units, to complete the reduction of the lead-based paint hazards. Lead-based paint hazard reduction is considered complete when clearance (for areas exceeding de minimis levels) is achieved and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement.

The timeline for handling a confirmed EBLL case is summarized as follows:

Who	What	When
Owner	Notifies health department of confirmed EBLL child	Within 5 business days of notification
Owner	Notifies Authority if owner is notified by any non-health care professional that an EBLL case may have occurred	Immediately

Authority	If owner notifies Authority that an EBLL case may have occurred, the Authority must verify the case with the health department or other medical health care provider	Immediately
Owner	Notifies HUD field office and HUD office of Lead Hazard Control and Healthy Homes	Within 5 business days of notification
Health Department/Authority	Conduct Environmental Investigation (EI)	Within 15 calendar days of notification
Owner	Provides HUD with the EI report	Within 10 business days of receipt
Owner	Notifies occupants of the EI report	Within 15 calendar days of receipt
Owner	Notifies HUD that occupants were notified about the EI report	Within 10 business days of notice to tenants
Authority	Completes risk assessment of other assisted units occupied by children under age 6 in the building	Within 30 calendar days of receipt of the EI report
Owner	Notifies HUD of risk assessment results	Within 10 business days of receiving results
Owner	Completes lead hazard reduction in EBLL unit and common areas and passes clearance	Within 30 calendar days of receipt of the EI report
Authority	Completes inspection and orders clearance exam of EBLL unit	After work is completed
Owner	Notifies HUD of completion of lead hazard reduction and clearance in EBLL unit	Within 10 business days of clearance
Owner	Completes lead hazard reduction of other units and passes clearance	Within 30 days of risk assessment
Authority	Conducts inspection and orders clearance exam of other units	After work is completed
Owner	Notifies HUD of lead hazard reduction and clearance in other units	Within 10 business days of clearance
Owner	Notifies occupants about lead hazard reduction work	Within 15 calendar days of completion
Owner	Notifies HUD of notice to occupants about lead hazard reduction work	Within 10 business days of notifying tenants

**Exhibit X**

**HOMELESS DEFINITION**

<p align="center"><b>Category 1</b></p>	<p align="center">Literally Homeless</p>	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> <li>(i) Has a primary nighttime residence that is a public or private place not meant for human habitation;</li> <li>(ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u></li> <li>(iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution</li> </ul>
<p align="center"><b>Category 2</b></p>	<p align="center">Imminent Risk of Homelessness</p>	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> <li>(i) Residence will be lost within 14 days of the date of application for homeless assistance;</li> <li>(ii) No subsequent residence has been identified; <u>and</u></li> <li>(iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing</li> </ul>
<p align="center"><b>Category 3</b></p>	<p align="center">Homeless under other Federal statutes</p>	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> <li>(i) Are defined as homeless under the other listed federal statutes;</li> <li>(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;</li> <li>(iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; <u>and</u></li> <li>(iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers</li> </ul>
<p align="center"><b>Category 4</b></p>	<p align="center">Fleeing/ Attempting to Flee Domestic Violence</p>	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> <li>(i) Is fleeing, or is attempting to flee, domestic violence;</li> <li>(ii) Has no other residence; <u>and</u></li> <li>(iii) Lacks the resources or support networks to obtain other permanent housing</li> </ul>

## **Exhibit XI**

### **EMERGENCY HOUSING VOUCHER PROGRAM**

Emergency housing vouchers (EHVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

The NHA will partner with the Continuum of Care (CoC) or other homeless or victim services providers to assist qualifying families through a direct referral process.

#### **Individual and Family Eligibility under the Qualifying Categories**

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the CoC or another partnering agency that makes direct referrals to the NHA. The CoC or other direct referral partner must provide supporting documentation to the NHA verifying that the family meets one of the four eligible categories for EHV assistance.

#### **In general, EHV families are issued EHVs as the result of either:**

- The direct referral process from the CoC Coordinated Entry System (CES) and/or other partnering organizations, or
- A situation where the NHA makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence against Women Act (VAWA) as outlined in the NHA's Emergency Transfer Plan.

#### **The NHA must also take direct referrals from outside the CoC CES if:**

- The CES does not have a sufficient number of eligible families to refer to the PHA, or
- The CES does not identify families that may be eligible for EHV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking.

If at any time the NHA is not receiving enough referrals or is not receiving referrals in a timely manner from the CoC CES or other partner referral agencies (or the PHA and CoC cannot identify any such alternative referral partner agencies), HUD may permit the NHA on a temporary or permanent basis to take EHV applications directly from applicants and admit eligible families to the EHV program in lieu of or in addition to direct referrals in those circumstances.

### **Mandatory Prohibitions**

- The NHA must prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
- The NHA must prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to EHV applicants.

### **Permissible Prohibitions**

- If the NHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:
  - A. Violent criminal activity.
  - B. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

### **Administrative Fees and Funding for Other Eligible Expenses**

The NHA will maintain separate financial records from its regular HCV funding for all EHV funding, both HAP and administrative fee amounts.

#### **Ongoing administrative fees:**

EHV ongoing administrative fees may be used for any eligible administrative expenses related to the EHV. These fees may also be used to pay for any of the eligible activities under the EHV services fee.

#### **Services Fee:**

The NHA will determine eligible uses of services fees to assist families to successfully lease units with the EHV. The NHA may limit the amount of assistance for any of the eligible uses or place

other restrictions on those uses. However, the services fee funding must be initially used for these defined eligible uses and not for other administrative expenses of the EHV. Service fee funding may never be used for the HCV program.

**If services fee funding is available, the NHA may consider these eligible uses:**

- A. Security deposit assistance. The NHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner.

The NHA may choose to pay the security deposit assistance directly to the owner or may pay the assistance to the family, provided the NHA verifies the family paid the security deposit. The NHA may place conditions on the security deposit assistance, such as requiring the owner or family to return the security deposit assistance to the NHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease). Security deposit assistance returned to the NHA must be used for either services fee eligible uses or other EHV administrative costs.

- B. Utility deposit assistance/utility arrears. The NHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. The NHA may choose to pay the utility deposit assistance directly to the utility company or may pay the assistance to the family, provided the NHA verifies the family paid the utility deposit. The NHA may place conditions on the utility deposit assistance, such as requiring the utility supplier or family to return the utility
- C. Essential housing items. The NHA may assist the family with some or all of the costs of acquiring essential household items such as but not limited to: Refrigerator, washer/dryer, tableware, bedding, etc.
- D. Other eligible uses as determined by the Housing Manager to best address the leasing challenges faced by EHV eligible families.

## **Exhibit XII**

### **GLOSSARY**

#### **Acronyms**

<b>ACC</b>	Annual Contributions Contract
<b>CDBG</b>	Community Development Block Grant
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as “the regulations.” The compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
<b>FMR</b>	Fair Market Rent
<b>FSS</b>	Family Self Sufficiency
<b>HAP</b>	Housing Assistance Payment
<b>HCV</b>	Housing Choice Voucher program
<b>HOH</b>	Head of Household
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	U.S. Department of Housing and Urban Development
<b>IRA</b>	Individual Retirement Account
<b>JTPA</b>	Job Training Partnership Act
<b>PHA</b>	Public Housing Agency
<b>RFTA</b>	Request for Tenancy Approval
<b>TANF</b>	Temporary Assistance for Needy Families (welfare)
<b>TTP</b>	Total Tenant Payment
<b>UIV</b>	Upfront Income Verification
<b>VASH</b>	Veterans Affairs Supportive Housing
<b>WtW</b>	Welfare-to-Work



## Terms

**Accessible.** The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

**Adjusted Annual Income.** Annual income less HUD approved allowances. Administrative fee. Fee paid by HUD to the PHA for administration of the program.

**Administrative fee reserve.** Account established by the PHA for excess administrative fee income. The administrative fee reserve must only be used for the Section 8 Housing Choice Voucher Program.

**Administrative Plan.** The plan that describes PHA policies for administration of the Section 8 Housing Choice Voucher program. The Commission must approve the Administrative Plan and any revisions and a copy submitted to HUD as a supporting document to the PHA Plan.

**Admission.** The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term) in the tenant-based program.

**Annual contributions contract (ACC).** The written Contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with 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.

**Applicant.** A family that has applied for admission to a program but is not yet a participant in the program.

**Contract Rent.** The total rent paid to the owner, including the tenant payment and the HAP payment from the Authority. The Authority approves the Contract Rent.

**Fair Market Rent (FMR).** The rent, including the cost of utilities (except telephone and cable), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

**Family Report.** A report required by HUD containing family income, asset and rent information. The Authority is required to submit a Family Report each time a new action is taken on behalf of a family.

**Gross rent.** The sum of the rent to owner plus any utility allowance.

**HAP Contract.** Housing Assistance Payments Contract. A written contract between the Authority and the owner for the purpose of providing housing assistance payments to the owner on behalf of the eligible family.

**Head of Household.** The adult member of the family who is the Head of Household for purposes of determining income eligibility and rent.

**Housing Assistance Payment.** The monthly assistance payment by the Housing Authority to the owner.

**Housing Quality Standards.** The minimum standard expected to be maintained for units subsidized under the HCV program as established by HUD and the Authority.

**Imputed Welfare Income.** As defined in 24 CFR 5.615, imputed welfare income is the 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 for purposes of determining rent. A specified welfare benefit reduction is defined as a reduction in the welfare benefit due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**Involuntarily displaced by government action.** Families are forced to move when a government entity, such as a city, county, state, school district, etc., acquires housing for a public project or when their dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Manufactured home space.** A space (pad) leased by an owner to a family for a manufactured (mobile) home.

**PHA Plan.** The annual plan and 5-year plan as adopted by the PHA and approved by HUD.

**Participant.** A family that has been admitted to the program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP Contract executed by the Authority for the family (first day of initial lease term).

**Payment standard.** The maximum monthly assistance payment for a family assisted in the voucher program.

**Portability.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**Public Housing Agency (PHA).** Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

**Recertification.** Also 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.

**Subsidy standards.** Values established by the Authority to determine the appropriate number of bedrooms and amount of the subsidy for families of different sizes.

**Third-party Verification.** Third-party verification is used to verify information directly from the source through written form, oral verification or documents generated by the source.

**Total Tenant Payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Upfront Income Verification (UIV).** Verification method that verifies income through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

**Utility Allowance.** An estimate made by the Authority of the monthly cost of a reasonable consumption of utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Voucher (Housing Choice Voucher).** A document issued by the Authority to a family selected for admission to the program. This document describes the program and the procedures for approval of a unit selected by the family. The voucher also states obligations of the family under the program.

**Voucher holder.** A family holding a voucher with unexpired search time.