

CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 Housing Choice Voucher program is federally funded and administered by the Sanford Housing Authority (SHA) through its Administration office.

Administration of the Section 8 Program and the functions and responsibilities of the SHA staff shall be in compliance with the SHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

JURISDICTION

The jurisdiction of the SHA is the City of Sanford *as also prescribed in Florida Statute 421*.

PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program is implemented as of October 1, 1999; completion of the merger of pre-merger Regular Tenancy Contracts, Housing Voucher Contracts, and Over Fair Market Rent Tenancy Contracts was completed October 1, 2001.

The SHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The SHA Board must approve the original Plan and any changes. The Plan must be included in the pertinent sections in the Agency Plan, and a copy provided to HUD upon request. Applicable regulations include: (1) 24 CFR Part 5: General Program Requirements, (2) 24 CFR Part 8: Nondiscrimination, (3) 24 CFR Part 982: Section 8 Tenant-Based Assistance.

RULES AND REGULATIONS

The Administrative Plan is set forth to define the SHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. Such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law governs all issues related to Section 8 not addressed in this document.

FAIR HOUSING POLICY

The SHA will comply with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The SHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the SHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority offices, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update trainings sponsored by HUD and other local organizations to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the SHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the SHA's office in such a manner as to be easily readable from a wheelchair.

REASONABLE ACCOMMODATIONS

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask, in writing, for a specific change to a policy or practice as an accommodation of his or her disability before the PHA will treat a person differently than anyone else. The PHA's policies and practices are designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on PHA forms and letters.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

1. A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
2. A record of such impairment; or
3. Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 24 CFR 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol 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 drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party competent to make the assessment provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program .

If the PHA finds that the requested accommodation creates an undue administrative or financial burden, the PHA will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (i.e., waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the PHA.

The PHA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability. All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of Disability

The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Applying for Admission

All persons who wish to apply for any of the PHA's programs must submit an application as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability. To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application will also include questions asking all applicants whether reasonable accommodations are necessary.

TRANSLATION OF DOCUMENTS

The Housing Authority currently has bilingual staff to assist non-English speaking families; also resources are available in the area to accommodate applicants and residents in Spanish.

MANAGEMENT ASSESSMENT OBJECTIVES

SHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the SHA is using its resources in a manner that reflects its commitment to quality and service. The policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

Selection from the Waiting List	Reasonable Rent
Determination of Adjusted Income	Utility Allowance Schedule
HQS Quality Control Inspections	HQS Enforcement
Expanding Housing Opportunities	Payment Standards
Annual Re-examinations	Correct Tenant Rent Calculations
Pre-Contract HQS Inspections	Annual HQS Inspections
Lease-up	FSS Enrollment and Escrow Balances
Bonus Indicator Deconcentration	

Supervisory quality control reviews will be performed by a qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

Selection from the waiting list	Rent reasonableness
Determination of adjusted income	HQS Enforcement
HQS Quality Control	

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor. In order to demonstrate compliance with HUD and other pertinent regulations, the SHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the operational procedures objectively and with accuracy and in accordance with SEMAP requirements.

OUTREACH to FAMILIES and OWNERS

SHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the SHA's waiting list is open, the SHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the SHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The SHA may also utilize public service announcements.

The SHA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

The SHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The SHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The SHA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners. The SHA will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low-income households.

CHAPTER 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD and SHA's criteria for admission and denial of admission to the program. The SHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the SHA pertaining to their eligibility.

ELIGIBILITY FACTORS

The SHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law. To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the SHA.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required
- At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the SHA may provide any financial assistance.
- Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.
- The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.
- Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless the SHA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

FAMILY COMPOSITION

The applicant must qualify as a Family. A Family may be a single person or a group of persons. A "family" includes a family with a child or children; a group of persons consisting of two or more elderly persons or disabled persons living together; or one or more elderly or disabled persons living with one or more live-in aides.

A single person family may be:

- An elderly person
- A displaced person
- A person with a disability. Note: Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
- Any other single person

A family also includes:

- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.
- Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

Spouse

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner whom, in order to dissolve the relationship would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-in Attendants

A Family may include a live-in aide provided that such live-in aide,

- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s).
- Is determined by the SHA to be essential to the care and well being of that person(s).

A live-in aide is treated differently than family members:

- Income of the live-in aide is not counted for purpose of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.

- Live-in aides may not be considered as a remaining member of the tenant family.
- Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A live in aide may only reside in the unit with the approval of the SHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled. Verification must include the hours the care will be provided. At any time, the SHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to the SHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Housing Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the SHA will make the decision taking into consideration the following factors:

- Which family member applied as head of household?
- Which family unit retains the children or any disabled or elderly members?
- Restrictions that were in place at the time the family applied.
- Role of domestic violence in the split.
- Recommendations of social service agencies or qualified professionals such as children's protective services.
- Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the SHA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "domestic violence" preference. The SHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home.

Multiple Families in the Same Household

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

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

INCOME LIMITATIONS

To be eligible for assistance, an applicant must have an Annual Income at the time of admission that does not exceed the **low-income** limits for occupancy established by HUD. **Not less than 75 percent of new admissions to the Section 8 Program must have income at or below 30 percent of the median area income.**

To be income eligible the family may be under the low-income limit in any of the following categories:

- A very low-income family.
- A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **120** days of Voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
- A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing under 24 CFR 248.165.
- A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.
- **Portability:** For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to relocate.

MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance. Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD. For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. Defined by HUD in the non-citizen regulations. Not eligible for assistance.

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

Verification of Status before Admission

The SHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

OTHER CRITERIA FOR ADMISSIONS

The SHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family must not have violated any family obligation during a previous participation in the Section 8 program for 3 years prior to final eligibility determination.
- The SHA may make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
- The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before this PHA will allow participation in its Section 8 program.
- The SHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the "Denial or Termination of Assistance" chapter.
- If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the SHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition.

- *No applicant for the HCV program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.*

SCREENING

The SHA will not screen family behavior or suitability for tenancy. The SHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before SHA approval of the tenancy, the SHA will inform the owner that screening and selection for tenancy is the responsibility of the owner. The owner is responsible for screening families including such factors as:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.
- The SHA will advise families how to file a complaint if they have been discriminated against.
- The SHA will advise the family to make a Fair Housing complaint.
- The SHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. The SHA will deny admission to any person convicted of manufacturing or producing any illegal drugs and/or methamphetamine on premises of assisted housing. "Premises" is a building or complex in which dwelling units are located, including common areas and grounds.

PROHIBITED ADMISSIONS CRITERIA

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

- Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.
- Discrimination because a family includes children.
- Whether a family decides to participate in a family self sufficiency program; or
- Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

STATUTORY DEFINITIONS

The same definitions of “domestic violence,” “dating violence,” and “stalking,” and of “immediate family member” are provided in Sections 606 and 607. While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions. These are:

1. Domestic Violence – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

2. Dating Violence – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.”

3. Stalking – “means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or seriousbodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ...”

4. Immediate Family Member - “means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom

that person stands in loco parentis; or
(B) any other person living in the household of that person and related to that person
by blood or marriage.”

CHAPTER 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the SHA is to ensure all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the SHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

HOW TO APPLY

Families who wish to apply for any of the SHA's programs must complete a written application form when applications are being accepted. Applications will be made available in an accessible format upon request from a person with a disability. The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility". The full application takes place when the family reaches the top of the waiting list. At this time the SHA ensures that verification of all HUD and SHA eligibility factors is current and accurate in order to determine the family's eligibility for the issuance of a Voucher.

OPENING/CLOSING OF WAITING LIST

The SHA will advertise through public notice, minority publications, and media entities, the location(s), and program(s) for which applications are being accepted. The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on whom may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the SHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new

allocations over the next 12 months.

When the application is submitted to the Housing Authority it is placed on the waiting list. When the waiting list is open any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

INITIAL APPLICATION PROCEDURES

The SHA will utilize a preliminary-application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, a staff person may complete the information over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for non-English speaking applicants by staff in Spanish.

The purpose of the pre-application is to permit the SHA to complete a preliminary assessment of family eligibility or ineligibility. The pre-application will contain questions designed to obtain the following information:

- Names of adult members and age of all members.
- Sex and relationship of all members.
- Street address and phone numbers.
- Mailing address (If PO Box or other permanent address).
- Amount(s) and source(s) of income received by household members.
- Information regarding Disabilities relating to program requirements (i.e., deductions).
- Social Security Numbers.
- Race/ethnicity.
- Citizenship/eligible immigration status.
- Arrests/Convictions for Drug Related or Violent Criminal Activity.
- Request for Specific Accommodation needed to fully utilize program and services.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Ineligible families will not be placed on the waiting list. Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the SHA in writing within 10 days of changes in family composition, income, and address. Applicants are also required to respond to requests from the SHA to update information on their application, or to determine their continued interest in assistance. If an applicant fails to respond to a request for information, the applicant's name will be removed from the list.

TIME OF SELECTION

When funding is available, families will be selected from the waiting list in order by date and time only. SHA has determined that there will be no preferences in admission to the Section 8 program.

COMPLETION OF A FULL APPLICATION

When the SHA is ready to select applicants, applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a request for a reasonable accommodation is made by a person with a disability. The applicant will then be interviewed by SHA staff to review the information on the full application form. The full application will be mailed as requested as an accommodation to a person with a disability in advance of the interview.

Requirement to Attend Interview

The SHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other SHA services or programs that may be available.

To the extent feasible, all adult members are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of State or for members for whom attendance would be a hardship.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses one additional scheduled meeting, the SHA will reject the application. The applicant will be removed from the waiting list, unless acceptable documentation that an emergency prevented him/her from calling is provided to the SHA. Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than five business days from the original appointment date.

Reasonable accommodation will be made for persons with a disability that require an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability. If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review.

All adult members must sign the form HUD 9886, Release of Information, the application form, and all supplemental forms required by the SHA, the declarations and consents related to citizenship/immigration status and any other documents required by the SHA. Applicants will be required to sign specific verification forms for information that is not covered by the form HUD 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the SHA.

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of voucher issuance. If the SHA determines at or after the interview that additional information or

documents are needed, the SHA will request the document(s) or information in writing. The family will be given five business days to supply the requested information. If the information is not supplied in this time period, the SHA will provide the family a notification of denial for assistance.

FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the SHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the SHA, and the current eligibility criteria in effect. If the family is determined to be eligible, the SHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

CHAPTER 4 MAINTAINING THE WAITING LIST

INTRODUCTION

It is the SHA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. This chapter defines the eligibility criteria and explains the SHA's system of applying them. By maintaining an accurate waiting list, the SHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

APPLICATION POOL

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. Date and time of application will determine order of selection with certain exceptions listed below.
3. All applicants must meet income eligibility requirements.

Not less than 75 percent of new admissions to the Section 8 Program must have incomes at or below 30 percent of the median area income.

PREFERENCES

Date and time are used for determining selection from the waiting list. Any additions of local preferences will be announced by public notice and will require a public hearing prior to implementation.

Displaced by Natural Disasters: This preference is for families or individuals that have been displaced by a natural disaster and their housing situation has been declared a Federal Disaster area as defined below:

Displaced families in federally declared disasters who are Section 8 voucher holders or public housing residents in another jurisdiction will receive preference over other waiting list placeholders. A Housing Choice Voucher will be issued from SHA's allocation if there is sufficient funding available.

TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

ORDER OF SELECTION

The order of selection is based on date and time of application and elderly, disabled families and displaced singles will always be selected over singles for units designated for the elderly.

REMOVAL FROM WAITING LIST AND PURGING

If an applicant fails to respond within 10 days they will be removed from the waiting list. An extension will be considered as an accommodation if requested by a person with a disability. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed from the waiting list without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement.

The waiting list will be purged not less than annually by mailing a notification to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest. The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

CHAPTER 5

DETERMINATION OF BEDROOM SIZE

INTRODUCTION

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

DETERMINING VOUCHER SIZE

The SHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The SHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines. For subsidy standards, an adult is a person 18 years or older. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements. The criteria to determine bedroom size for applicants and participants in the program shall be the same. The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the SHA assigns one bedroom to two people within the following guidelines:

- Adults of the opposite sex (other than spouse or significant other), persons of different generations (20 years) and unrelated adults should be allocated a separate bedroom.
- An adult will not be required to share a bedroom with a child over the age of three.
- Foster children (or those who present guardianship papers) will be included in determining unit size only if they will be in the unit for more than 12 months.
- Bedroom space will not be provided for a child who is away at school and lives with the family only during school recesses. A family will not be asked to downsize unless they request a move.
- Separate bedrooms for children of the opposite sex will be allowed if one child is over the age of five.
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
- Persons who cannot share a bedroom because of health related reasons must provide valid medical documentation to substantiate claim.
- Single person families shall be allocated a one-bedroom Voucher.
- A live-in aide will not be required to share a bedroom with a member of the household.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household (Minimum)	Persons in Household (Maximum)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10

If the SHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size so that the family is not penalized.

Changes for Participants

The members of the family residing in the unit must be approved by the SHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the SHA within 10 days.

Requests for Exception to Subsidy Standards for Participants

The SHA will grant an exception upon request as an accommodation for persons with disabilities.

Underhoused and Overhoused Families

If a unit does not meet HQS space standards due to an increase in family size (unit too small), the SHA will issue a new Voucher and assist the family in locating a suitable unit. The SHA will also notify the family of the circumstances under which an exception will be granted, such as a family with a disability is under-housed in an accessible unit.

UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Voucher. There are three criteria to consider:

- **Rent Limitation:** The SHA must always apply the Payment Standard for the Voucher size or the unit size selected by the family, whichever is less. HUD publishes the Fair Market Rents (FMRs) annually. The SHA will use the most current FMRs published to establish the Payment Standard. The Voucher Payment Standard will be set at not less than 90 percent of the published FMR, and not greater than 110 percent, unless there is a HUD approved exception for the appropriate bedroom size. The Payment Standard will be reviewed annually to ensure that the SHA is within HUD established guidelines.

- Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
- Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room, in addition to bedrooms and living rooms, is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED	
Maximum # of Persons in Household	
0 Bedroom	1
1 Bedroom	2
2 Bedrooms	4
3 Bedrooms	6
4 Bedrooms	8
5 Bedrooms	10

The guidelines will not be used to determine the voucher size, but rather to determine if the participant is in an overcrowded situation.

CHAPTER 6

TOTAL TENANT PAYMENT DETERMINATIONS

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations. This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). The SHA's policies in this Chapter address those areas that allow the SHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

INCOME AND ALLOWANCES

Income: The types of money that is to be used as income for purposes of calculating the TTP are defined in the federal regulations. In accordance with this definition, income from all sources of each member of the household is counted. Annual income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or re-certification. Gross income is the amount of income prior to any allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual Income minus any HUD allowable deductions. HUD has five allowable deductions from Annual Income:

- Dependent allowance: \$480 each for family member (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- "Elderly" allowance: \$400 for a family whose head or spouse is 62 or over or disabled.
- Allowable medical expenses for all family members are deducted for "disabled or elderly" families.
- Childcare expenses for children under 13 are deducted when childcare is necessary to allow an adult member to work or attend school. Childcare is allowed only for the time that an adult is actually working or attending school.
- Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The SHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the SHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the

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military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The SHA will evaluate absences from the unit using this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit and to give the SHA information about any family absence from the unit.

"Absence" means that no family member is residing in the unit. Families are required to notify the SHA prior to moving out of the unit, and to provide the SHA with information about any family absence from the unit. If the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered vacated and the assistance will be terminated.

Absence of Any Member

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

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the SHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.

Absence due to Incarceration

If the sole member is incarcerated for more than 60 consecutive days, she/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if she/he is incarcerated for 60 consecutive days in a twelve-month period. The SHA shall determine if the reason for incarceration is for drug-related or violent criminal activity for purposes of determining continued eligibility.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the SHA will determine from the appropriate agency when the child/children will be returned to the home. If the time period is to be greater than three months from the date of removal of the children, the Voucher size will be reduced. If all children are removed from the home permanently, the Voucher size will be reduced in accordance with the SHA's subsidy standards.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the SHA will treat that adult as a visitor for the first 90 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker. If the appropriate agency cannot confirm the guardianship status of the caretaker, the SHA will review the status at 90-day intervals.

If a member of the household is subject to a court order that restricts him/her from the home for more than 3 months, the person will be considered permanently absent. The family will be required to notify the SHA in writing within 10 days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent. The family member will be determined permanently absent if verification is provided.

If an adult child goes into the military and leaves the household, they will be considered permanently absent. A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income. The member will not be included on the lease and the member will not be included in the determination of the Voucher size.

Visitors

Any adult not included on the form HUD 50058 who has been in the unit more than 14 consecutive days, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a family member.

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

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 120 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 120 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and SHA

Reporting changes in household composition to the SHA is both a HUD and a SHA requirement. In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition. An interim reexamination will be conducted for any additions to the household.

The family obligations require the family to request SHA approval to add any other family member as an occupant of the unit and to inform the SHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing. If the family does not obtain prior written approval from the SHA, any person the family has permitted to move in will be considered an unauthorized household member.

Reporting Absences to the SHA

Reporting changes in household composition is both a HUD and a SHA requirement. The SHA will conduct an interim evaluation for changes that affect the TTP in accordance with the interim policy.

If a family member leaves the household, the family must report this change to the SHA, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.

INCOME AVERAGING

When Annual Income cannot be anticipated for a full twelve months, the SHA may:

- Average known sources of income that vary to compute an Annual Income, or
- Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime that the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used. Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month. The method used depends on the regularity, source and type of income.

REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. If the family's expenses exceed its known income, the SHA will question the family about contributions and gifts. The SHA will expect that a tenant's income exceed expenses and the TTP will be calculated on that assumption.

Any contribution or gift received every month or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures," for further definition.)

ALIMONY AND CHILD SUPPORT

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

awarded if:

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

It is the family's responsibility to supply a certified copy of the divorce degree.

LUMP-SUM RECEIPTS

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 are not included in income but may be included in assets.

Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

CONTRIBUTIONS TO RETIREMENTS FUNDS, ASSETS

Contributions to company retirement/pension funds are handled as follows:

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The SHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The SHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

CHILD CARE EXPENSES

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school. In the case of a child attending private school, only after-hours care can be counted as childcare expenses.

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

1. Child care to work: The maximum childcare expense allowed must be less than the amount earned by the person unable to work. The "person unable to work" will be the adult member of the household who earns the least amount of income from working.
2. Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).
3. Amount of Expense: The SHA may collect data as a guideline. If the hourly rate materially exceeds the guideline, the SHA may calculate the allowance using the guideline.

If the child care provider is not a professional agency or organization, the SHA may require proof that the person being used for childcare actually earns, receives and/or reports the income. The proof may be a copy of the income tax filed by the provider or copies of canceled checks. This is especially significant if the provider is a relative.

MEDICAL EXPENSES

Non-prescription medicines must be "doctor-recognized" in order to be considered a medical expense. Print outs from the client's drug store will be used. Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses. Any expenses considered by the IRS will be considered as allowable expenses.

PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

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

"Mixed" families that were participants on June 19, 1995, may be offered prorated assistance. Applicant mixed families may be entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member may be entitled to prorated assistance. Refer to 24 CFR 5.500 for eligibility criteria.

Prorated Assistance Calculation: Prorated assistance is calculated by determining the amount of assistance

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payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

REDUCTION IN BENEFITS

If family benefits, such as Social Security, SSI or TANF, are reduced through no fault of the family, the SHA will use the net amount of the benefit. If the family's benefits were reduced due to family error, neglect, omission, or misrepresentations, the SHA will use the gross amount of the benefit. The SHA will not lower the rent for a family whose welfare payments are reduced because of fraud, the family's failure to participate in economic self-sufficiency program, or failure to comply with work activity requirements. The SHA will verify the circumstances with the Department of Children and Family Services.

UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The Utility Allowance Schedule is reviewed annually and revised when appropriate in accordance with HUD guidelines. The utility allowance is used to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are based on actual rates and average consumption studies, not on a family's actual consumption. The SHA will review the Utility Allowance Schedule on an annual basis and revise it if needed. The approved utility allowance schedule is given to families during orientation. The utility allowance is based on the actual unit size selected.

The established utility allowance for a family leasing a Manufactured Home Space is 40 percent of the utility allowance for the actual unit size.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the SHA will provide a Utility Reimbursement Payment to the family each month. The check will be made out directly to the program participant.

CHAPTER 7 VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant payment be verified by the SHA. Applicants and program participants must furnish proof of their statements whenever required by the SHA, and the information they provide must be true and complete. The SHA's verification requirements are designed to maintain program integrity. This Chapter explains the SHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The SHA will ensure that proper authorization from the family is always obtained before making verification inquires.

METHODS OF VERIFICATION

The SHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. Up-Front Income Verification/Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Family Certification

The SHA will allow a reasonable amount of time for the return of third-party verifications before going to the next method. For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 120 days from date of receipt.

Up-Front Income Verification

UIV is the verification of income through an independent source, making use of income information databases such as those maintained by the Social Security Administration, State Wage Information Collection Agencies (SWICAs) and private vendors, before or during a family reexamination.

There are various resources that the SHA can use to verify income through the UIV method. Here is a list of some sources that may be used; the list below is not all-inclusive:

1. Tenant Assessment Subsystem (TASS): A HUD provided Internet-based benefit tool, TASS matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from Multifamily Tenant Characteristic System (MTCS) and other HUD databases.
2. State Wage Information collection Agencies (SWICAs): Often a part of a State's Department of Labor, SWICAs can disclose wage information, and whether an individual is receiving, has received, or has made application for unemployment compensation. In some States, information on disabilities, including the amount of any disability compensation being received or to be received, can be disclosed.

3. The Work Number: An automated service that provides controlled access to a national database of almost 40 million employment and income records, the Work Number can provide quick and accurate employment and wage information.
4. Advanced HR Solutions: An automated employment and wage verification program for companies and their employees. Verification request of employment or wage information from banks, credit card companies, and government agencies can be handled quickly and confidentially through this automated system.
5. Experian: Electronically links and gathers data from various sources to deliver consistent, accurate, real-time view of customer data. Experian maintains and manages customer information, from names and addresses to vehicle numbers and credit information. Its extensive data resources provide better insight into how a customer behaves.
6. Internal Revenue Service (IRS) Letter 1722: An IRS Letter 1722, also known as a tax account listing, provides applicants'/tenants' filing status, exemptions claimed, adjusted gross income, taxable income, taxes paid, etc.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail or fax. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications. Third-party verification forms will not be hand carried or submitted by the family with the following exceptions. The SHA will accept computerized printouts from the following agencies:

1. Social Security Administration
2. Veteran's Administration
3. Welfare Assistance
4. Unemployment Compensation
5. City or County Courts

Third-Party Oral Verification

When unable to obtain third party written verification, the assigned SHA staff person will document the file noting with whom they spoke, the date of the conversation, and the facts provided. The SHA will compare the information to any documents provided by the family. If provided by telephone, the SHA must originate the call.

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within a reasonable amount of time, the SHA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will certify the file of the documents viewed. The SHA will accept the following documents from the family provided that

the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

The SHA will accept faxed documents and photocopies. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the SHA will utilize the third-party verification. The SHA will not delay the processing of an application beyond 21 days because a third party information provider does not return the verification in a timely manner.

Family Certification by notarized statement will only be accepted when third-party verification (written and oral) and documents are not obtainable.

RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the form HUD 9886, Authorization for Release of Information. Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the SHA or HUD.

ITEMS TO BE VERIFIED:

- All income not specifically excluded by the regulations.
- Zero-income status of household.
- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Childcare expense where it allows an adult family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
- U.S. citizenship/eligible immigrant status.
- Social Security numbers for all family members.
- "Preference" status, based on Local preferences.
- Familial/Martial status when needed for head or spouse definition.
- Disability for determination of preferences, allowances or deductions.

VERIFICATION OF INCOME

This section defines the methods the SHA will use to verify various types of income.

Employment Income

Verification forms to the employer will request the following information:

- Dates of employment.
- Amount and frequency of pay.
- Date of the last pay increase.
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.
- Year to date earnings.
- Estimated income from overtime, tips, and bonus pay expected during the next 12 months.

Acceptable Methods of Verification Include:

- Employment verification form completed by the employer.
- Check stubs or earning statements that indicate the employee's gross pay, frequency of pay and year to date earnings.
- W-2 forms plus income tax return forms.
- Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income. In cases where there are questions about the validity of information the SHA will require the most recent federal income tax statements.

Benefit Income

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income. Acceptable methods of verification include:

1. Benefit verification form completed by agency providing the benefits.
2. Award of benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.

Unemployment Compensation

Acceptable methods of verification include:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Welfare Payments or General Assistance

TANF Cash Assistance

Acceptable methods of verification include:

1. SHA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated notice.

Alimony or Child Support Payments.

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce stating amount and type of support and payment schedules.
2. Copy of latest check and/or payment stubs from Court Trustee. SHA must record the date, amount, and number of the check.

If payments are irregular, the family must provide:

1. A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules.
2. A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

Net Income from a Business

In order to verify the net income from a business, the SHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include:

- IRS Form 1040, including:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
- Audited or unaudited financial statement(s) of the business.

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business. If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the SHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment, amount paid, and signature of person.

The SHA will conduct interim reevaluations approximately every 90 days and require the participant to provide a log with the information about customers and income. If childcare services were terminated, third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a notarized Statement of Contributions from the individual(s) contributing resources

to the household. The statement must contain the following information:

- The name of the person who provides the gifts.
- The value of the gifts.
- The regularity (dates) of the gifts.
- The purpose of the gifts.
- Contact information (address and telephone number) of the person who provides the gifts.

A notarized self-certification containing the above listed information will be accepted from the family if a Statement of Contributions from the individual(s) contributing the resources is unobtainable.

Zero Income Status

Families claiming to have no income will be required to execute a verification form to determine that forms of income such as unemployment benefits, TANF, SSI, etc., are not being received by the household. In addition the SHA will request information from IRS and may check records of other entities in the jurisdiction (such as utilities) that have information about income sources of customers. The family may be required to report to the SHA every 60 days to review their status.

Full Time Student Status

Only the first \$480 of the earned income of full time students, other than head or spouse, will be counted towards family income. Financial aid, scholarships and grants received by full time students are not counted toward family income. Verification of full time student status includes:

- Written verification from the registrar's office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the education institution.

INCOME FROM ASSETS

Acceptable methods of verification include:

Savings Account Interest Income and Dividends

- Account statements, passbooks, certificates of deposit, or SHA verification forms completed by the financial institution.
- Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- IRS Form 1099 from the financial institution provided that the SHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

VERIFICATION OF ASSETS

Family Assets

The SHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Real estate tax statements if the approximate current market value can be deduced from assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sale's proceeds.

Assets disposed of for less than Fair Market Value during two years preceding effective date of certification or recertification

For all certifications and recertifications, the SHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than Fair Market Value (FMV), verification/certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

- Written verification from the person who receives the payments is required. If the childcare provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.
- Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
- Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.
- If a family member or friend is the person performing childcare service, they may be requested to produce his/her income tax as proof of receipt of the income or provide canceled checks.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with a disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
- For attendant care:
 - a. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
 - b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency, copies of canceled checks the family used to make those payments, or stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. SHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
- The SHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

- In All Cases:
 - (a) Written certification from a reliable, knowledgeable professional that the person with

disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

- (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

➤ Attendant Care:

- (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

➤ Auxiliary Apparatus:

- (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the SHA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for all adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers.
- Current, valid Driver's license.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following.

- Certificate of Birth.
- Adoption papers.
- Custody agreement.

Verification of Marital Status

This information will be used to determine spouse income and deduction and noncitizen purposes only.
Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

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Verification of a separation may be a copy of court-ordered maintenance or other records. Verification of marriage status is a marriage certificate.

Familial Relationships

In cases where reasonable doubt exists, the family may be asked to provide verification. The following verifications will be required if applicable:

1. Birth Certificates
2. Verification of guardianship may require:
 - Court-ordered assignment
 - Affidavit of parent
 - Verification from Social Services Agency

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the SHA will consider any of the following as verification:

- Husband or wife institutes divorce action.
- Husband or wife institutes legal separation.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The SHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified

by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the SHA hearing is pending.

- Citizens or Nationals of the United States are required to sign a declaration under the penalty of perjury.
- Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
- No citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The SHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the SHA must request within ten days that the INS conduct a manual search.
- Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.
- Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign, as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the SHA must conduct the determination.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The SHA will generally allow up to 30 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (1-551)
- Alien Registration Receipt Card (1-151)
- Arrival-Departure Record (1-94)
- Temporary Resident Card (1-688)

- Employment Authorization Card (1-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that show individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U. S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A driver's license
- Identification card issued by a Federal, State or local agency
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the SHA.

If an applicant or participant is able to disclose the Social Security number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the SHA. The applicant/participant or family member will have an additional 60 days to provide proof of the Social Security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the SHA may grant an extension for an additional 60 days for a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated. If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Third Party Verification Procedures

Procedures and Methods of Third Party Verification, the lower level verification method imposes a higher burden of compliance of verification to program staff.

Upfront Income Verification (UIV)	Highest level of verification preferred
Written 3 rd Party	High level of verification preferred
Oral 3 rd Party	Medium level of verification preferred
Document Review	Medium-Low level of verification preferred
Tenant Self Declaration	Low level of verification preferred (use as last resort only)

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(Level 5)	(Level 4)	(Level 3)	(Level 2)	(Level 1)
Wages/Salaries	<p>Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.</p> <p>Agreements with private vendor agencies, such as The Work Number or Choice Point to obtain wage and salary information.</p> <p>Use of HUD systems, when available.</p>	<p>The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.</p> <p>The Agency may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The Agency mails the form to SSA and the statement will be sent to the Agency on the Agency form.</p>	<p>In the event the independent source does not respond to the Agency's written request for information, the Agency will contact the independent source by phone or make an in person visit to obtain the requested information.</p>	<p>When neither form of third party verification can be obtained, the Agency will accept original documents such as consecutive pay stubs (The Agency will review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant.</p> <p>Note: The Agency will document the tenant file, the Reason that third party verification was not available.</p>	<p>The Agency will accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings.</p> <p>Note: The Agency will document in the tenant file, the reason third party verification was not available.</p>

Verification of Employment Income: The Agency must obtain as much information as possible about the employment, to include but not limited to; start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

Effective Date of Employment: The Agency must always confirm start and termination dates of employment.

CHAPTER 8

VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The SHA's objectives are to assure that families selected to participate are successful in obtaining acceptable housing, and they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined eligible, the SHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a description of owner and family responsibilities, SHA procedures, and how to lease a unit. The family will receive a briefing packet that provides more information about the program. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

VOUCHER HOLDER BRIEFINGS

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted individually or in groups. Families who attend group briefings and still have the need for individual assistance will be referred to the assigned Housing Assistance Specialist.

The purpose of the briefing is to explain the documents in the Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The SHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend 2 scheduled briefings, without prior notification and approval of the SHA, may be denied admission based on failure to supply information needed for certification. The SHA will conduct individual briefings for families with disabilities, upon request by the family, if required for reasonable accommodation.

Briefing Packet: The documents and information provided in the briefing packets for the Voucher program will comply with all HUD requirements in accordance with 24 CFR 982.301. The family is provided with the following information and materials:

- The term of the Voucher, and the SHA policy for requesting extensions to the term of the Voucher or suspensions of the Voucher.
- A description of the method used to calculate the assistance payment, information on Fair Market Rents, Payment Standards, and utility allowances.
- How the maximum allowable rent is determined.
- The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.
- The HUD lease addendum.
- The Request for Tenancy Approval and procedure for requesting approval for a unit.

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- The HUD brochure on lead-based paint.
- The HUD brochure “A Good Place to Live”
- Information on Federal, State and local equal opportunity laws, the form for reporting suspected discrimination.
- A list of landlords or other parties willing to lease to assisted families and known units available for the size voucher issued.
- If the family includes a person with disabilities, notice that the SHA will provide a list of known available accessible units.
- The Family Obligations under the program.
- The grounds for termination of assistance because of family action or failure to act.
- When the SHA is required to offer an informal hearing, how to request the hearing, and the hearing procedures.
- Any other materials the SHA deems appropriate.

If the family includes a person with disabilities, the SHA will ensure compliance with 24 CFR 8.6 to ensure effective communication. At the briefing, families are encouraged to search for housing in non-impacted areas and the SHA will provide assistance to families who wish to do so. The SHA will maintain lists of available housing submitted by owners in all neighborhoods within its jurisdiction to ensure greater mobility and housing choice to very low-income households. The lists of owner’s units will be mailed on request and provided at briefings.

ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

In compliance with Section 147 of the National Affordable Housing Act, no owner who has entered into a contract for housing assistance payments under this section on behalf of any tenant in a multifamily building (more than four units) shall refuse to lease any available dwelling unit in any multifamily building owned by the same owner to a Voucher holder solely because of their status as a Voucher holder.

The SHA provides the family with a complaint form and the location of the local Fair Housing office. If HUD Fair Housing makes a finding of discrimination against an owner, the SHA will restrict the owner from future participation. The SHA provides the family with the HUD discrimination complaint form and directs the family to report suspected discrimination to HUD.

SECURITY DEPOSIT REQUIREMENTS

Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law). For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

TERM OF VOUCHER

During the briefing session, each household will be issued a Voucher that represents a contractual agreement between the SHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program that occurs when the lease and contract become effective.

Expiration

The Voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request for Tenancy Approval and a Lease within the sixty-day period unless an extension has been granted by the SHA. If the Voucher has expired, and has not been extended by the SHA or expires after an extension, the family will be denied assistance and the family will be removed from the waiting list. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Tenancy Approval is received, the SHA will suspend the number of days required to process the request from the 60-day Voucher term.

Extensions

A family may request an extension of the Voucher time period. All requests for extensions must be received prior to the expiration date of the Voucher. The SHA may extend the Voucher in one or more 30-day increments. Unless approved by the Executive Director, no more than two extensions will be granted and never to exceed a total of 120 days. In the case of families who are looking for a unit to provide reasonable accommodation, the Voucher may be extended up to 180 days. If the family does not utilize the Voucher after the final extension, the family will be denied assistance and removed from the waiting list.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the SHA office to request assistance. Voucher holders will be notified at their briefing session that the SHA periodically updates the listing of available units and how the updated list may be obtained. The SHA will assist families with negotiations with owners and provide other assistance related to the family's search for housing on a case-by-case basis.

VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

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

- Which of the two new family units has custody of dependent children.
- Which family member was the head of household listed on the initial application.
- Whether domestic violence was involved in the breakup.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the SHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

REMAINING MEMBER OF FAMILY

To be considered the remaining member of the tenant family, the person must have been previously approved by the SHA to be living in the unit. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or
2. The SHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the children for an indefinite period.

A reduction in family size may require a reduction in the Voucher size.

CHAPTER 9

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of the SHA, or outside of the SHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments contract with the SHA. This Chapter defines the types of eligible housing, the SHA's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approvals.

REQUEST FOR TENANCY APPROVAL

The family must submit the form HUD 52517, Request for Tenancy Approval, and a copy of the proposed Lease during the term of the Voucher. The Request for Tenancy Approval (RFTA) must be completed and signed by both the owner and the Voucher holder. The SHA will not permit the family to submit more than one RFTA at a time. SHA will review the documents and determine whether or not to approve.

The Request will be approved if:

- The unit is an eligible type of housing.
- The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
- The rent is reasonable.
- The proposed lease complies with HUD and SHA requirements and State and Local Law.
- The owner is approvable, and there are no conflicts of interest.

In addition, at the time the family initially receives assistance in a new unit, whether a new admission or a move, if the gross rent exceeds the Payment Standard for the family, the family share of the rent and utilities may not exceed 40 percent of the family's monthly adjusted income.

Disapproval: If the SHA determines that the RFTA cannot be approved for any reason, the landlord and the family will be notified in writing. The SHA will instruct the owner and family of the steps that are necessary to approve the RFTA. The owner will be given five calendar days to submit an approvable RFTA from the date of disapproval. When, for any reason, a RFTA is not approved, the SHA will furnish another form to the family along with the Notice of Disapproval so that the family can continue to search for eligible housing.

ELIGIBLE TYPES OF HOUSING

The SHA will approve any of the following types of housing in the Voucher program:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- Independent Group Residences.

- Units owned (but not subsidized) by the SHA following HUD-prescribed requirements.

A family can own a rental unit but cannot reside in it while being assisted, except in the program for manufactured homes when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The SHA may not permit a Voucher holder to lease a unit that is receiving Project-Based Section 8 assistance or any duplicative rental subsidies. SHA will not approve:

- A unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.
- Units owned by relatives
- Nursing homes or other institutions that provide care.
- School dormitories and institutional housing.
- Any other types of housing prohibited by HUD.

The family may not receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the SHA has determined (and has notified the owner and the family in writing of such determination) that approving rental of the unit notwithstanding such relationship would provide reasonable accommodation for a family member who is a person with a disability. The owner and the unit must still meet the other program requirements. Proof of rent payment to the family may be requested. Proof that the owner receives this income may be required (i.e. owner's income tax).

LEASE REVIEW

The SHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.

Owners must submit their own lease and the HUD lease addendum must be attached and executed. House Rules of the owner may be attached to the lease as an addendum, provided they are approved by the SHA to ensure they do not violate any fair housing HUD provisions.

Separate Agreements

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

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the SHA in advance.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item. The SHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by the SHA. If agreements are entered into at a later date, they must be approved by the SHA and attached to the lease.

RENT LIMITATIONS

Rent reasonableness will still be used as a measure of whether the rent is approvable. The SHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged for comparable unassisted units on the premises or in the area. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere.

The rent to owner may not be more than the most current reasonable rent as determined by the SHA.

DISAPPROVAL OF PROPOSED RENT

If the gross rent is not reasonable, SHA may negotiate with the owner on behalf of the family to reduce the rent to a reasonable level. If the rent is not affordable because the family share would be more than 40% of the monthly-adjusted income, SHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

If the rent can be reduced and approved, SHA will continue processing the Request for Tenancy Approval and the lease. If the reduced rent involves a change in the utility provider, a new Request for Tenancy Approval must be submitted. If the owner does not agree to a reduced rent, SHA will inform the family and owner that the lease is disapproved.

INFORMATION TO OWNERS

The SHA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known. The SHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

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

The SHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

OWNER DISAPPROVAL

For purposes of this section, "Owner" includes a principal or other interested party. The SHA will disapprove the owner for the following reasons:

- HUD or other agency directly related, has informed the SHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24CFR part 24.
- HUD has informed the SHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the SHA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Housing Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has engaged in any drug related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 1. Threatens the right to peaceful enjoyment of the premises by other residents;
 2. Threatens the health or safety of other residents, or employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 3. Threatens the health or safety of, or right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 4. Is involved with drug-related criminal activity or violent criminal activity; or
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has not paid State or local real estate taxes, fines or assessments.

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

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the SHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

CONTRACT EXECUTION PROCESS

The SHA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the SHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents.

The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed. Owners must provide an Employer/Tax Identification Number and/or Social Security Number. The owner must provide a business or home telephone number.

CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract. The SHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent. The request must include a copy of the transfer of title and the Employer/Tax Identification Number or Social Security Number of the new owner.

CHAPTER 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.

These minimum Standards may be enhanced by the SHA, provided that by doing so, the SHA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and SHA requirements. This Chapter describes the SHA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

GUIDELINES FOR INSPECTIONS

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. All utilities must be in service when the unit is inspected. There are four types of inspections the SHA will perform:

- Move-in: Conducted upon receipt of Request for Tenancy Approval.
- Annual: Must be conducted within 12 months of the previous annual HQS inspection.
- Special Complaint: At request of owner, family or an agency or third party.
- Quality Control: A quality control inspection will be conducted for at least the minimum units specified by the Section 8 Management Assessment Program (SEMAP).

ACCEPTABILITY, CRITERIA AND EXCEPTIONS TO HQS

The SHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet. Additions to HQS requirements that are required by local code:

Windows

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Window screens are not required but if present they must be in good condition.

Doors

All exterior doors must be weather tight to avoid any air or water infiltration, have no holes, have all trim intact, and have a threshold.

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be secured and made level. If they cannot be leveled, they must be replaced. All floors must be in a finished state (no plywood).

Sinks/toilets

- All sinks and commode water lines must have shut off valves.
- All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Security/Safety

- If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.
- All required smoke detectors must be hard-wired. The owner is responsible for initially providing batteries for battery-powered back up units. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

Bedrooms

- A bedroom must have a floor area of not less than seventy (70) square feet.
- Bedrooms in attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.
- Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

Modifications

- Modifications/adaptations to a unit due to a disability must meet all applicable HQS and building codes.

INSPECTIONS

The SHA conducts an inspection in accordance with Housing Quality Standards at least annually. The inspection may or may not be scheduled to coincide with the anniversary month of the HAP contract. Special inspections may be scheduled between annual inspections.

The family must allow the SHA to inspect the unit at reasonable times with reasonable notice. Inspections will be conducted to accommodate the owner/client schedule to the extent practicable. The SHA will notify the family in writing at least 5 days prior to the inspection.

The family is notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 10 days of the originally scheduled inspection date.

Termination of Assistance due to failure to allow inspection

If the family misses 2 inspection appointments, the SHA will consider the family to have violated a Family Obligation, and their assistance may be terminated in accordance with the termination procedures.

Time Standards for Repairs

- Emergency items that endanger health or safety must be corrected within 24 hours of notification.
- For non-emergency items, repairs must be made within 30 days.
- For major repairs, the owner must request an extension. The Executive Director may approve an extension beyond 30 days.

EMERGENCY REPAIR ITEMS

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

- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Gas leak or fumes
- Electrical problem which could result in shock or fire
- Utilities not in service
- Inoperable refrigerator or stove
- Security risk such as broken doors, windows or locks on the first floor that allow intrusion
- Obstacles which prevents entrance or exit
- Lack of a functioning toilet when only one toilet is present in the unit

The SHA may give a short extension of not more than 12 additional hours whenever the responsible party cannot be notified or it is impossible to complete the repair within the 24-hour period. If the emergency repair item(s) are not corrected in the time period required by the SHA, and the owner is responsible, the housing assistance payment will be paid only through the date given to cure the problem. The HAP contract will be terminated effective on that date.

FAILURE BY OWNER TO MEET HQS STANDARDS-(NON-EMERGENCY)

If a unit fails inspection, the landlord will be notified in writing. He/she will have 30 days from the date of the letter to make the required repairs. If a unit fails an annual or special inspection the next HAP payment will be held in escrow. The payment will be released, and the landlord's status reinstated if the work necessary to enable the unit to pass the HQS inspection is completed within 30 days. If the unit fails the reinspection the Housing Contract may be terminated. If the contract terminates, the Housing Authority retains the escrowed payment and no future payments will be made. The landlord will be notified of this termination by first class mail.

An additional 15 day extension may be granted if an appeal is made to the Executive Director. If this additional 15 days is granted no retroactive HAP will be paid to the landlord. Upon the unit passing the third and final inspection, the landlord shall be reinstated into the program. There will be no further extensions offered. A landlord will be allowed this waiver only once in his relationship with the Housing Authority. The SHA may grant an extension in the following cases:

- The owner has a good history of HQS compliance.

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The owner makes a good faith effort to make repairs.
- The repairs must be delayed due to climate conditions.

DETERMINATION OF RESPONSIBILITY

Certain deficiencies are considered the responsibility of the family. These include but are not limited to:

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

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

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within 5 days of the inspection.

If non-emergency violations of HQS are determined to be the **responsibility of the family**, the SHA will require the family to make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the SHA will terminate assistance to the family. The Executive Director must approve extensions in these cases. The owner's rent will not be abated for items that are the family's responsibility. If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

INITIAL HQS INSPECTION

The Initial Inspection will be conducted to:

- Determine if the unit and property meet HQS.
- Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the owner will be advised to notify the SHA once repairs are completed. On an initial inspection, the owner will be given up to 10 days to correct the items noted as Fail, depending on the amount and complexity of work to be done. The owner will be allowed one reinspection for repair work to be completed. If the time period to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

ANNUAL HQS INSPECTION

The SHA will conduct an inspection using the Housing Quality Standards and other standards approved in this Administrative Plan at least annually.

SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the SHA that the unit does not meet Housing Quality Standards, the SHA will conduct an inspection. The SHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The SHA will inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs. If the annual inspection is due within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

PROCEDURES FOR QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by designated SHA staff of the units inspected by each staff member for at least the minimum specified units determined by the Section 8 Management Assessment Program (SEMAP) for this size Housing Authority. The purpose of Quality Control inspections are to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

CHAPTER 11

RENT TO OWNER, RENT REASONABLENESS AND PAYMENT STANDARDS

INTRODUCTION

SHA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the SHA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable in accordance with HUD regulations, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments.

Effective October 1, 1999, the Section 8 Certificate and Voucher programs were merged to become the "Housing Choice Voucher Program." All new leases, moves and new admissions effective on or after October 1, 1999, are subject to the regulations governing the Housing Choice Voucher Program.

This Chapter explains the SHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

RENT TO OWNER

The rent to owner is limited only by rent reasonableness. The only other limitation on rent to owner is the maximum rent standard at initial occupancy. At the time a family initially receives assistance, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable Payment Standard for the family, the family share may not exceed 40% of the family's monthly adjusted income. During the initial term, the owner may not raise the rent to the family.

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, the Rent to Owner and the TTP. The Voucher size issued to the family is based on the SHA's Subsidy Standards. The Payment Standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Rent to Owner. The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the SHA begins processing payments to the landlord. The effective date and the amount of the SHA payment are contained in the executed copy of the HAP contract. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Checks will only be disbursed on the 1st and the 15th of the month. Exceptions may be made with the approval of the Executive Director in cases of hardship and/or SHA error.

RENT REASONABLENESS DETERMINATIONS

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, when owners request a rent increase, and if there is a 5 percent reduction in the FMR in effect 60 days prior to the contract anniversary date. SHA will determine and document on a case-by-case basis that the approved

rent:

- Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
- Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources. The market areas for rent reasonableness are neighborhoods within the SHA's jurisdiction. Subject units with a defined housing market area will be compared to similar units within the same area. The following items will be used for rent reasonableness documentation:

Square Footage	Number of Bedrooms
Facilities	Location
Number of Bathrooms	Amenities
Date Built	Unit Type
Maintenance	Services
Utilities	

PAYMENT STANDARDS

The Payment Standard is used to calculate the Housing Assistance Payment. The Payment Standard ~~must~~ may be established between 90 percent and 110 percent of the published FMR in accordance with HUD regulations. This is considered the basic range. SHA will approve a higher Payment Standard within the basic range, if necessary, to provide reasonable accommodation for a family that includes a person with disabilities.

ADJUSTMENTS TO PAYMENT STANDARDS

SHA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy, and if an increase or decrease is warranted, the Payment Standard will be adjusted. The SHA will compare the Payment Standards to the rent to owner by unit size.

~~If more than 40% of participating families are paying more than 30% of income for rent for a particular unit size, SHA will determine whether families are renting larger units and/or units that exceed minimum HQS. If families are paying more due to selection of larger or luxury units, SHA may decline to raise the Payment Standard. Otherwise, SHA will raise the Payment Standard with approval from the SHA's Board of Commissioners to alleviate the rent burden to participating families.~~

Financial Feasibility

Before increasing the Payment Standard, SHA ~~may~~ will review the budget ~~and the project reserve~~, to determine the impact projected subsidy increases would have on funding available for the program and number of families served. For this purpose, the SHA will compare the number of families ~~who~~ that could be

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served under the financial ability of SHA or availability of funds. ~~a higher Payment Standard with the number assisted under current Payment Standards.~~

File Documentation

A file will be retained by the SHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

RENT ADJUSTMENTS

The SHA will notify owners of their right to request a rent increase at least 90 days in advance of the anniversary date. The approval or disapproval decision regarding the adjustment will be based on a rent reasonableness determination. The adjustment may be an increase or a decrease, but may never result in a contract rent lower than the initial contract rent on the current HAP Contract.

Owners must request the rent adjustment in writing. If the request is not received within 60 days of the lease expiration date the adjustment will not take effect for at least 60 days after receipt.

Disapproval of Requests for Adjustment

If the SHA rejects the owner's request for rent adjustment as exceeding rent reasonableness and the owner rejects the SHA's determination, the owner may offer the tenant a new lease (after receiving the SHA's approval) with a sixty-day notice to the tenant. If the tenant refuses or the owner does not offer a new lease, the owner may institute court action to terminate tenancy for a business or economic reason in accordance with the lease after giving 90 days notice to the SHA, HUD, and the family as required by law.

The SHA will issue a new Voucher to the family. After the tenant has begun searching for a new housing unit and/or after court action has been initiated, the owner may decide to accept the current lease. If the owner and tenant agree, the lease can continue.

If the tenant accepts the offer of a new lease, a Request for Tenancy Approval must be submitted and the requested rent subjected to rent reasonableness. If a new lease is executed, a new Contract must also be executed.

CHAPTER 12 RECERTIFICATIONS

INTRODUCTION

HUD requires that the SHA recertify the income and household composition of all families at least annually. In addition, the SHA is required to inspect the assisted unit at least annually, and to process requests for rent adjustments in the program. This Chapter defines the SHA's policy for conducting annual recertifications and coordinating the two annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

ANNUAL ACTIVITIES

There are two activities the SHA must conduct on an annual basis. These activities will be coordinated whenever possible:

- Recertification of Income and Family Composition
- HQS Inspection

The SHA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be handled by the Section 8 Department.

ANNUAL RECERTIFICATION

Families are required to be recertified at least annually. When families move to another dwelling unit, the anniversary date for the recertification may change. The anniversary date may become the effective date of the new HAP contract. Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination

The SHA will maintain a tracking system and the household will be notified by mail of the date and time for their interview 90 to 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the SHA will provide the notice in an accessible format. The SHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Verification of Information

The SHA will follow the verification procedures and guidelines described in this Plan. Verifications for recertification must be less than 120 days old.

Tenant Rent Increases

If the tenant's rent increases, a thirty-day notice is mailed to the family prior to the anniversary date. If less than thirty days are remaining before the anniversary date, the rent increase will be effective on the first of the month following the thirty-day notice.

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

Tenant Rent Decreases

If rent decreases, it will be effective on the anniversary date. If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the SHA. Families should notify appropriate SHA staff and present verification not later than the 15th of the month in order to assure that timely processing of the rent change will be in effect by the beginning of the following month.

REPORTING INTERIM CHANGES

HUD requires program participants to report all changes in household composition to the SHA between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain SHA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Interim Recertification Policy

The SHA may conduct interim reexaminations when families have an increase in income. The interim will be done if there is an increase in annual income of more than \$500 per year or a decrease in allowable deductions of \$500. The interim will not be done if the participant is within 120 days of his/her anniversary date. Families are required to report all increases in income/assets of any household members to the SHA in writing within 10 days of the increase.

Increases of income for families on zero or unstable income will be processed regardless of how minimal the increase.

Decreases in Income

Participants may report a decrease in income and other changes that would reduce the amount of rent, such as an increase in allowances or deductions. The SHA must calculate the change if a decrease in income is reported.

The SHA will not lower the rent for a family whose welfare payments are reduced because of fraud, the family's failure to participate in economic self-sufficiency program, or failure to comply with work activity requirements. The SHA will verify the circumstances with the Department of Children and Family Services.

Errors

If the SHA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error, but the family will not be charged retroactively.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification. An interim reexamination may be scheduled for families with zero or unstable income every 60 days. As a reasonable accommodation when requested, the recertification may be processed through the mail.

NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD Form 50058 will be completed and transmitted as required by HUD. The Notice of Rent Change is mailed to the owner and the participants. Signatures are not required by the SHA. If the family disagrees with the rent adjustment they may request an informal hearing.

TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Standard for Timely Reporting of Changes

The SHA requires that families report interim changes to the SHA in writing within 10 days of when the change occurs. Any information, document or signature needed from the family to verify the change must be provided within 10 days of the change.

Procedures when the Change is Reported in a Timely Manner

The SHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

- Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.
- Decreases in the Tenant Rent are effective the first of the month following that in which the change occurred. However, no rent reductions will be processed until all the facts have been verified by 3rd party verification.

Procedures when the Change is **not** Reported by the Tenant in a Timely Manner

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

Increase in Tenant Rent will be effective retroactive to the first day of the month following the occurrence of the change. In calculating retroactive tenant rent any deductions or allowances not on file (not reported in a timely manner) will not be considered. The family will be liable for any overpaid housing assistance and may be required to make a lump sum payment or sign a Repayment Agreement.

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

"Processed in a timely manner," means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the SHA in a timely manner. In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the SHA. If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

REPORTING OF CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported in writing within 10 days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the SHA. If an addition would result in overcrowding according to HQS maximum occupancy standards SHA will issue a larger Voucher (if needed under the Subsidy Standards) for additions to the family in the following cases:

- Addition of an SHA approved live-in attendant.
- Addition due to birth, adoption or court-awarded custody.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding; the SHA may determine whether to issue a Voucher based on funding availability.

CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-Citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members. "Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or spouse is a U.S. citizens or has eligible immigrant status;
- All members of the family other than the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance, or the SHA may offer temporary deferral of termination.

CHAPTER 13

MOVES WITH CONTINUED ASSISTANCE & PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the SHA's jurisdiction, or to a unit outside of the SHA's jurisdiction under portability procedures. The regulations also allow the SHA the discretion to develop policies that define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of the SHA's jurisdiction, and the policies for restriction and limitations on moves.

ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the SHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

RESTRICTIONS ON MOVES

Families will not be permitted to move within the SHA's jurisdiction during the initial year of assisted occupancy. Families will not be permitted to move outside the SHA's jurisdiction under portability procedures during the initial year of assisted occupancy. Families will not be permitted to move more than once in a 12-month period.

The SHA will deny permission to move if there is insufficient funding for continued assistance. The SHA will deny permission to move if:

- The family has violated a Family Obligation.
- The family owes the SHA money.
- The family has moved or been issued a Voucher within the last twelve months.
- *The receiving PHA refuses to absorb the Voucher after being notified by SHA of insufficient funds to pay in portability.*

PROCEDURES FOR MOVES

If the family has not been recertified within the last 120 days, the SHA will issue a Voucher to move after conducting the recertification. If the family does not locate a new unit, they may remain in the current unit so long as the owner permits. The annual recertification date will be changed to coincide with the new lease-up

date.

It is the family's responsibility to give the owner and the SHA proper written notice of any intent to move. If this is not done their assistance may be terminated. The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the SHA simultaneously.

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move, except that there will be no overlapping assistance. In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract.

PORTABILITY

Portability applies to families moving out of or into the SHA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit anywhere outside of the initial PHA's jurisdiction.

When a family requests to move outside of the SHA's jurisdiction, the request must specify the area to which the family wants to move. If the family is moving to a unit located in the same State as the initial PHA, in the same MSA, but in a different State, or in an adjacent MSA in a different State, and there is not a PHA in the area where the unit is located, the initial PHA will be responsible for the administration of the family's assistance.

Families will not be permitted to exercise portability during the initial 12-month term, if neither the head nor spouse had a domicile (legal residence) in the SHA's jurisdiction at the date of their initial application for assistance unless the receiving and initial SHA agrees to allow the move. The family will not be permitted to exercise portability if the family is in violation of a family obligation and/or if the family owes money to the SHA.

The SHA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the SHA will determine if the family is within the very low-income limit of the receiving PHA. If the receiving PHA will absorb and the family will be changing its form of assistance, the SHA will determine if the family is within the low-income limit of the receiving SHA, and advise the family accordingly.

The SHA will notify the Receiving PHA that the family wishes to relocate into its jurisdiction, and will advise the family how to contact and request assistance from the receiving PHA. The SHA will provide the following documents and information to the Receiving PHA:

- A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent form HUD 50058 and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.

The Receiving PHA must notify the SHA within 30 days of the following:

- The Receiving PHA decides to absorb the family into their own program.
- The family leases up or fails to submit a Request for Lease Approval by the required date.
- Assistance to a portable family is terminated by the receiving PHA.
- The family requests to move to an area outside the receiving PHA's jurisdiction.

The SHA will requisition funds from HUD based on the anticipated lease-ups of portable Vouchers in other PHA's jurisdictions. Payments for families in other jurisdictions will be made to other PHA's when billed or in accordance with other HUD approved procedures for payment. When billed, the PHA will reimburse the receiving PHA for 100 percent of the Housing Assistance Payment, and 80 percent of the Administrative Fee (at the initial PHA's rate), and any other HUD-approved fees.

The SHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The SHA will notify the receiving PHA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the receiving PHA will be asked to terminate assistance to the family as allowed by this Administrative Plan. The receiving PHA will be required to submit hearing determinations to the SHA within 30 days.

The SHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portability" Voucher with the same start date. The SHA may grant extensions in accordance with this Administrative Plan. When the receiving PHA does not absorb the incoming Voucher, it will administer the Initial PHA's Voucher and the receiving PHA's policies will prevail.

For initial lease-up, the family must be within the SHA's Very-Low Income limits. The SHA will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition that would change the Voucher size, the SHA will change to the proper size based on its own Subsidy Standards. The SHA will decide whether to extend the "Portability Voucher" and for what period of time. The SHA's policy on suspensions will apply. However, if the Family decides not to lease-up in the SHA's jurisdiction, the Family must request an extension from the Initial PHA.

As receiving PHA, the SHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances. If the family's income exceeds the income limit, the family will not be denied assistance unless the family is an applicant and over the Very-Low Income Limit.

When the Family submits a Request for Tenancy Approval, it will be processed using the SHA's policies. If the Family does not submit a Request for Tenancy Approval or does not execute a lease, the Initial PHA will be notified within 30 days.

If the Family leases up successfully, the SHA will notify the Initial PHA within 30 days, and the billing process will commence. If the SHA denies assistance to the family, the SHA will notify the Initial PHA within 15 days and the family will be offered a review or hearing. The SHA will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the SHA's jurisdiction under continued portability.

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

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

As receiving PHA, the SHA will require the following documents from the Initial PHA:

- A copy of the family's Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Persons designated for inquiries on eligibility and billing.
- The Administrative Fee Schedule for billing purposes.

As receiving PHA, the SHA will bill the Initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees will be monthly unless requested otherwise by the Initial PHA.

SHA will bill 100% of the Housing Assistance Payment and 80% of the Administrative Fee (at the Initial PHA's rate) and any other HUD-approved fees, for each "Portability" Voucher leased as of the first day of the month.

The SHA will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the SHA of changes in the Administrative Fee amount to be billed.

CHAPTER 14

CONTRACT TERMINATION

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the SHA that defines responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the SHA and the owner, and the policies and procedures for such terminations.

CONTRACT TERMINATION

The term of the HAP Contract is essentially the same as the term of the lease. The Contract between the owner and the SHA may be terminated by the SHA, or by the owner or tenant terminating the lease. No future subsidy payments on behalf of the family will be made by the SHA to the owner after the month in which the Contract is terminated. The owner must reimburse the SHA for any subsidies paid by the SHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

TERMINATION BY THE FAMILY: MOVES

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

TERMINATION BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the SHA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The contract and lease require that the owner may only evict for the following reasons:

- Serious or repeated violation of the terms and conditions of the lease,
- Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises, or
- Other good cause, including: Criminal activity by the tenant, any member of the household, a guest or other person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises, or

- Any drug-related criminal activity on or near the premises; or
- Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

Other good cause, after the first year of the lease, includes:

- Business or economic reason for regaining possession of the unit;
- Owner's desire to repossess the unit for personal use;
- Tenant's refusal to accept offer of a new lease.

The eviction notice must specify the cause for the eviction.

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

If the owner opts out for business or economic reasons, the tenant must be given 90 days notice, with a copy to the SHA. Such reasons include desire to sell the property, renovation of the unit, or desire to obtain a higher rent than the SHA will approve.

If the eviction is not due to a serious or repeated violation of the lease, and if the SHA has no other grounds for termination of assistance, the SHA will issue a new Voucher so that the family can move with continued assistance.

TERMINATION OF THE CONTRACT BY THE HA

The term of the HAP contract terminates when the lease terminates, when the SHA terminates program assistance for the family, and when the owner has breached the HAP contract. Any of the following actions will be considered a breach of contract by the owner:

- The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit to HQS standards, including any standards the SHA has adopted in this policy.
- The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Housing Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- The owner has engaged in drug activity or other criminal activity.

The SHA may also terminate the contract if:

- The SHA terminates assistance to the family.
- The family is required to move from a unit which is under-occupied overcrowded.
- Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance

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payment to owner.

The SHA will provide the owner and family with at least thirty days written notice of termination of the contract.

TERMINATION DUE TO INELIGIBLE IMMIGRATION STATUS

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to affordable housing.

The family will be notified in writing at least 60 days in advance of the expiration of the deferred period that termination of assistance will not be deferred because:

1. Granting another deferral will result in an aggregate deferral period of longer than three years, or
2. A determination has been made that other affordable housing is available.

TERMINATION DUE TO OWNER DISAPPROVAL

If the SHA terminates the contract due to owner disapproval, the SHA will provide the owner and family with at least thirty days written notice of termination of the contract.

CHAPTER 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

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

GROUND FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the SHA will delay the denial or termination in order to determine if there is an accommodation that would mitigate the behavior resulting from the disability.

Forms of Denial/Termination

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

- Denial for placement on the SHA waiting list
- Denying or withdrawing a Voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

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

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination

The PHA must deny assistance to applicants, and terminate assistance for participants if the family is under contract and 180 days have elapsed since the PHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)

The PHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The PHA must deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for the PHA's established standards.

The PHA deny admission to the program for applicants, and terminate assistance for program participants if the PHA determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for the PHA's established standards.

SHA must deny admission to an applicant if the PHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. SHA has established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The SHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The SHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR Part 5, subparts B and F.

The SHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

The SHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- The family violates any family obligation under the program as listed in 24 CFR 982.551.
- Any member of the family has been evicted or terminated from federally assisted (subsidized) housing within the last 3 years for any reason other than drug related or violent criminal activity.
- Any member of the family has been evicted or terminated from federally assisted (subsidized) housing within the last 5 years for drug related or violent criminal activity.
- The family currently owes rent or other amounts to the SHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Housing Act.
- The family has not reimbursed any PHA for amounts paid to an owner under a HAP, damages to the unit, or other amounts owed by the family under the lease.
- The family breaches an agreement with any PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- The family has engaged in or threatened abusive or violent behavior toward SHA personnel.

Abusive or violent behavior towards SHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. Threatening refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.

An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that

violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

SHA may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

SHA may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and disused to address the distribution or possession or property among household members where the family "breaks up."

There is no limitation on the ability of the HAO to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on SHA terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated."

Any protections provided by law which give greater protection to the victim are not superceded by these provisions.

SHA may require certification by the victim of victim status on such forms as the SHA and/or HUD shall prescribe or approve.

FAMILY OBLIGATIONS

The family must supply any information that the SHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.

- The family must supply any information requested by the SHA or HUD for use in a regularly scheduled reexamination of family income and composition in accordance with HUD requirements.
- The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
- All information supplied by the family must be true and complete.
- The family must allow the SHA to inspect the unit at reasonable times and after reasonable notice.
- The family may not commit any serious or repeated violation of the lease.
- The family must notify the owner and, at the same time, notify the SHA before the family moves out of the unit or terminates the lease on notice to the owner.
- The family must promptly give the SHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the SHA. The family must promptly inform the SHA of the birth, adoption or court-awarded custody of a child. The family must request SHA approval to add any other family member as an occupant of the unit.

- The family must promptly notify the SHA if any family member no longer resides in the unit.
- If the SHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or SHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
- Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family, and comply with all local ordinances.
- The family must not sublease the unit.
- The family must not assign the lease or transfer the unit.
- The family must supply any information or certification requested by the SHA to verify that the family is living in the unit, or relating to family absence from the unit, including any SHA-requested information or certification on the purposes of family absences. The family must cooperate with the SHA for this purpose. The family must promptly notify the SHA of absence from the unit.
- The family must not own or have any interest in the unit.
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- The members of the family may not engage in drug-related criminal activity or violent criminal activity.

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

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the SHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

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

Terms

The term "Promptly" when used with the Family Obligations always means "within 10 days."

Denial: Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The inspector will determine if an HQS breach is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Housing Assistance Director.

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

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

If the family requests assistance to move and they did not notify the SHA of an eviction within 5 days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family will be denied to:

- Persons who have been evicted from public housing.
- Persons who have previously violated a family obligation listed in HUD regulations.
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Persons who currently owe rent or other amounts to the SHA or to another PHA in connection with Section 8 or Public Housing assistance under the 1937 Housing Act.
- Persons who have engaged in or threatened abusive or violent behavior toward SHA personnel.

Family Member moves out:

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

1. The date the family member moved out.
2. The new address, if known, of the family member.
3. A statement as to whether the family member is temporarily or permanently absent.

Interest in Unit:

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Program.

Fraud

In each case, the SHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members. In the event of false citizenship claims, the SHA will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug Related and Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug-related criminal activity means on or off the premises, not just on or near the premises .

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use,

or threatened use of physical force against a person or property, and any Family member is engaging in the activity.

Ineligibility if Evicted for Drug-Related or Violent Criminal Activity

Persons evicted from public housing, Indian housing, Section 23, or terminated from any Section 8 program because of drug-related or violent criminal activity are ineligible for admission to the Section 8 program for a five-year period beginning from the date of such eviction.

Participants may be terminated who have been arrested, convicted or evicted from a unit due to drug related or violent criminal activity within the last five years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood. If the family violates the lease for drug-related or violent criminal activity, the SHA will terminate assistance.

In appropriate cases, the SHA may permit the family to continue receiving assistance providing the family members determined to have engaged in the activities will not reside in the unit. If the violating member is a minor, the SHA may consider individual circumstances with the advice of Juvenile Court officials.

Screening

The SHA will prohibit admitting any person in cases where the SHA determines that there is a reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the SHA determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse. The SHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous 12 months.

Confidentiality of Criminal Records

The SHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Required Evidence

Preponderance of evidence is defined as evidence that is of greater weight or more convincing than the evidence that is offered in opposition to it. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants. The SHA may pursue fact-finding efforts as needed.

Notice of Termination of Assistance

In any case where the SHA decides to terminate assistance to the family, the SHA must give the family written notice that states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,

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

The SHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

PROCEDURES FOR NON-CITIZENS

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending. Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family. Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. The SHA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

The SHA will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing. Affordable housing is defined as housing that is standard based on HQS and local code, of appropriate size based on HQS and local code and for which the rent plus utilities is not more than 25 percent greater than the SHA calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the SHA will calculate Total Tenant Payment plus 25 percent for the family, and compare this amount to the data in its rent reasonableness survey for the unit size. If data indicates that affordable units are not available, the deferral will be renewed.

The initial deferral interval shall be granted on the family's request. Subsequent requests for deferral shall be granted on the basis of the family's statement that they are making efforts to find affordable housing, so long as the supply of affordable housing in the area remains low as determined by comparing 125 percent of Total Tenant Payment to the data in the SHA's Rent Reasonableness System.

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing. The family will be notified in writing sixty days before the end of the three year maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the SHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information. If the individual is unable to verify their citizenship, the SHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The SHA will then verify eligible status, deny, terminate, or prorate as applicable. The SHA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination

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

After the SHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

\$0 ASSISTANCE PARTICIPANTS

As of October 1, 2001, the SHA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If within the 180-day time frame an owner rent increase or a decrease in the Total Tenant Payment cause the family to be eligible for a housing assistance payment, the SHA will resume assistance payments for the family. In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the SHA to overpay assistance, the SHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement, or reimburses the SHA in full.

MISREPRESENTATION IN COLLUSION WITH OWNER

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the SHA will deny or terminate assistance.

MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the SHA to fulfill its responsibilities. The SHA schedules appointments and set deadlines in order to obtain the required information. The Obligations also require that the family allow the SHA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the SHA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the SHA to inspect the unit. The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

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

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Recertifications
- Appeals

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

- Medical emergency
- Family emergency

Procedure when Appointments are missed or Information not Provided

For most purposes in this Plan, the family will be given one additional opportunity. The letter will advise failure by the family to attend the second scheduled interview appointment or supply the required information will result in the SHA taking actions to terminate or deny the family's assistance.

CHAPTER 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

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

DISAPPROVAL OF OWNER

The SHA will disapprove the owner for the following reasons:

- HUD has informed the SHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed the SHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the SHA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Housing Act (42 U.S.C. 143F). The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
- The owner has a history or practice of non-compliance with the HQS for units leased under the voucher programs or leased under any other federal housing program. The owner has a history or practice of renting units that fail to meet State or local housing codes, or has not paid State or local real estate taxes, fines or assessments.
- The owner has engaged in drug related criminal activity or any violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
- The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

1. Threatens the right to peaceful enjoyment of the premises by other residents;
 2. Threatens the health or safety of other residents, or employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 3. Threatens the health or safety of, or right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 4. Is involved with drug-related criminal activity or violent criminal activity; or
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
 - The owner has not paid State or local real estate taxes, fines or assessments.

OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the SHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The SHA may also terminate some or all contracts with the owner. Before imposing any penalty against an owner the SHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

<u>BREACH</u>	<u>PENALTY</u>
HUD notification of owner debarment/suspension	Termination
HUD notification of fair housing/federal equal opportunity	Termination
Violation of contract obligations	Abatement
Owner fraud, bribery or other corrupt act in Federal Housing	Termination
Owner engaged in drug trafficking	Termination
History of noncompliance with HQS	Termination
History of renting units below code	Termination

OTHER REMEDIES FOR OWNER VIOLATIONS

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

CHAPTER 17

OWNER OR FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the SHA's policies for the recovery of moneys that have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of moneys and the guidelines for different types of debts. It is the SHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the SHA's claim that the debt is owed.

The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties. When families or owners owe money to the SHA, the SHA will make very effort to collect it. The SHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil Suits
- Repayment Agreements
- Abatements and reduction of HAP to owners
- Collection agencies
- Credit bureaus

REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement as used in this Plan is a document entered into between the SHA and a person who owes a debt to the SHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the SHA upon default of the agreement. The maximum length of time the SHA will enter into a Repayment Agreement with a family is 12 months.

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

If the family's Repayment Agreement is in arrears, the SHA will:

- Require the family to pay the balance in full or
- Terminate the housing assistance

If the family requests a move to another unit and has a Repayment Agreement in place for the payment of an owner claim, and the Repayment Agreement is not in arrears the family will be required to pay the balance in full prior to the issuance of a Voucher.

If the family requests a move to another unit and is in arrears on a repayment agreement for the payment of an owner claim, the family will be required to pay the balance in full and then will be permitted to move. There are some circumstances in which the SHA will not enter into a repayment agreement:

- If the family and SHA already have a Repayment Agreement in place, or
- If the SHA determines the family committed program fraud.

Guidelines for Repayment Agreements

Repayment Agreements will be executed between the SHA and the head of household. Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Housing Director.

DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

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

Family Error, Late Reporting, Program Fraud

Families who owe money due to failure to report increases in income or program fraud will be required to repay in accordance with the repayment procedures for program fraud found in this plan.

If a family owes an amount that equals or exceeds \$1,200.00 as a result of program fraud, the case may be referred to the Inspector General. Where appropriate, the SHA will refer the case for criminal prosecution.

The SHA reserve the right at anytime to refer a case to the Inspector General for criminal prosecution.

OWNER DEBTS TO THE PHA

If the SHA determines that the owner has retained Housing Assistance Payments the owner is not entitled to, the SHA may reclaim the amounts from future Housing Assistance Payments owed the owner for any units under contract. If future Housing Assistance Payments are insufficient to reclaim the amounts owed, the SHA will require the owner to pay the amount in full within 30 days. If not paid pursue collections through the local court system and restrict the owner from future participation.

REPAYMENT SCHEDULE FOR MONIES OWED THE HOUSING AUTHORITY

The following schedule will be used, as a guideline to establish a formal repayment agreement for monies owed the SHA. SHA reserves the right to modify this schedule depending on the amount of money owed and family circumstances.

Initial payment Due	Amount Owed	Maximum Term
15%	\$0-\$500	3 to 6 months
15%	\$501-800	6 to 12 months
15%	\$801-1200	12 months

REPORTING TO THE CREDIT BUREAU

All debt owed to the SHA must be paid in full within 30 days of a family's rental assistance ending. After the 30-day timeframe all debt in excess of \$100 owed to the SHA will be reported to the credit bureau.

CHAPTER 18

COMPLAINTS AND APPEALS

INTRODUCTION

It is the policy of the SHA to ensure that all families have the benefit of all protections due to them under the law. The informal review requirements are applicable to applicants when denied admission to the program, with some exceptions. The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the SHA. The procedures and requirements are explained for both informal reviews and informal hearings. This Chapter describes the policies, procedures and standards to be used when families disagree with a SHA decision or wish to lodge a complaint.

COMPLAINTS

The SHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The SHA requires all complaints to be in writing.

Categories of Complaints

- Complaints from families: If a family disagrees with an action or inaction of the SHA or owner, complaints from families will be referred to the Housing Director.
- Complaints from Owners: If an owner disagrees with an action or inaction of the SHA or a family, complaints from owners will be referred initially to the Housing Assistance Specialist assigned to the tenant.
- Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules the complaints will be referred to the Housing Director.
- Complaints from the general public: Complaints or referrals from persons in the community in regard to the SHA, a family or an owner will be referred to the Housing Specialist.

INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are provided for ***applicants*** who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

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

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

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

- Listing on the SHA's waiting list
- Issuance of a Voucher
- Participation in the program.

Informal reviews are not required for established policies, procedures and determinations such as:

- Discretionary administrative determinations by the SHA
- General policy issues or class grievances
- A determination of the family unit size under the SHA subsidy standards
- Refusal to extend or suspend a Voucher
- Disapproval of a lease
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Informal Review

A request for an informal review must be received in writing by the close of the business day, no later than 10 business days from the date of the SHA's notification of denial of assistance. The informal review will be scheduled within 10 business days from the date the request is received. The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by:

- A staff person who is at the Housing Program Administrator level or above;
- An individual from outside the SHA

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

A Notice of the Review findings will be provided in writing to the applicant within 21 business days after the review. It shall include the decision of the review officer and an explanation of the reasons for the decision. All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

INFORMAL HEARING PROCEDURES

The SHA will provide a copy of the hearing procedures in the family briefing packet. When the SHA makes a decision regarding the eligibility and/or the amount of assistance, families must be notified in writing. The SHA will give the family prompt notice of such determinations that will include:

- The proposed action or decision of the SHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the SHA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;

- The time limit for requesting the hearing.

The SHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following SHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment.
- Appropriate utility allowance used from schedule.
- Family unit size determination under SHA subsidy standards.
- Determination that the family is under-occupied in their current unit and a request for exception is denied.
- Determination to terminate assistance for any reason.
- Determinations to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

The SHA must always provide the opportunity for an informal hearing before termination of assistance.

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

- Discretionary administrative determinations by the SHA.
- General policy issues or class grievances.
- Establishment of the SHA schedule of utility allowances for families in the program.
- A SHA determination not to approve an extension or suspension of a voucher term.
- A SHA determination not to approve a unit or lease.
- A SHA determination that an assisted unit is not in compliance with HQS (SHA must provide hearing for family breach of HQS because that is a family obligation determination).
- A SHA determination that the unit is not in accordance with HQS because of the family size.
- A SHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notification of Hearing

It is the SHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the SHA will ensure that program participants (and applicants in the case of denial related to non-citizenship) will receive all of the protections and rights afforded by the law and the regulations. The request for informal hearing must be received by close of the business day, no later than 10 business days from the date of the SHA's notification.

When the SHA receives a request for an informal hearing, a hearing shall be scheduled within 10 business days. The notification of hearing will contain:

- The date and time of the hearing.
- The location where the hearing will be held.
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense.
- The right to view any documents or evidence in the possession of the SHA upon which the SHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to

the hearing.

Hearing Appointment Procedure

Families have the right to:

- Present written or oral objections to the SHA's determination.
- Examine the documents in the file that are the basis for the SHA's action, and all documents submitted to the Hearing Officer.
- Copy any relevant documents at their expense.
- Present any information or witnesses pertinent to the issue of the hearing.
- Request that SHA staff be available or present at the hearing to answer questions pertinent to the case, and
- Be represented by legal counsel, advocate, or other designated representative at his or her own expense.

If the family requests copies of documents relevant to the hearing, the SHA will make the copies for the family and assess a charge of \$.15 per copy. In no case will the family be allowed to remove the file from the SHA's office.

If a family ***does not appear*** at a scheduled hearing ***and has not rescheduled*** the hearing in advance the SHA may proceed with the action. However, if the family contacts the SHA within 48 hours, excluding weekends and holidays, SHA may reschedule the hearing ***only if*** the family can show good cause for the failure to appear.

In addition to other rights contained in this Chapter, ***the SHA has a right to:***

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

The Informal Hearing shall be conducted by the Hearing Officer appointed by the SHA who is neither the person who made or approved the decision, nor a subordinate of that person. The SHA appoints hearing officers who are Management or Managers from other PHAs or governmental agencies.

The hearing shall concern only issues for which the family has received the opportunity for a hearing. Evidence presented at the hearing may be considered without regard to the rules of evidence applicable to judicial proceedings. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" include records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the SHA

shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the SHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the SHA and the family within 21 business days and shall include:

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

The SHA is not bound by hearing decisions:

- Which concern matters in which the SHA is not required to provide an opportunity for a hearing;
- Which conflict with or contradict to HUD regulations or requirements;
- Which exceed the authority of the person conducting the hearing.

The SHA shall send a letter to the participant if it determines the SHA is not bound by the Hearing Officer's determination within 21 business days. The letter shall include the SHA's reasons for the decision. All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. Assistance to a family may not be terminated or denied while the SHA hearing is pending but assistance to an applicant may be delayed pending the SHA hearing.

INS Determination of Ineligibility

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

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

The request for a SHA hearing must be made by close of the business day, 10 business days from the date of the notice offering the hearing or, if an appeal was made to the INS, within 10 business days of the date of that notice. After receipt of a request for an informal hearing, the hearing is conducted as described earlier in this chapter for participants.

If the hearing officer decides that the individual is not eligible, **and there are no other eligible family members** the SHA will:

- Deny the applicant family.
- Defer termination if the family is a participant and qualifies for deferral.
- Terminate the participant if the family does not qualify for deferral.

The family will be notified in writing of the decision of the hearing officer within 21 business days of the date of the informal hearing.

If there are eligible members in the family, the SHA will offer to prorate assistance or give the family the option to remove the ineligible members. All other complaints related to eligible immigrant status:

- If any member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible.
- If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type or fraud.

Sanford Housing Authority

Procedures and Methods of Third Party Verification, the lower level verification method imposes a higher burden of compliance of verification to program staff.

Upfront Income Verification (UIV)	Highest level of verification preferred
Written 3rd Party	High level of verification preferred
Oral 3rd Party	Medium level of verification preferred
Document Review	Medium-Low level of verification preferred
Tenant Self Declaration	Low level of verification preferred (use as last resort only)

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(Level 5)	(Level 4)	(Level 3)	(Level 2)	(Level 1)
Wages/Salaries	<p>Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.</p> <p>Agreements with private vendor agencies, such as The Work Number or Choice Point to obtain wage and salary information.</p> <p>Use of HUD systems, when available.</p>	<p>The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.</p> <p>The Agency may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The Agency mails the form to SSA and the statement will be sent to the Agency on the Agency form.</p>	<p>In the event the independent source does not respond to the Agency's written request for information, the Agency will contact the independent source by phone or make an in person visit to obtain the requested information.</p>	<p>When neither form of third party verification can be obtained, the Agency will accept original documents such as consecutive pay stubs (The Agency will review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant.</p> <p>Note: The Agency will document the tenant file, the Reason that third party verification was not available.</p>	<p>The Agency will accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings.</p> <p>Note: The Agency will document in the tenant file, the reason third party verification was not available.</p>

Verification of Employment Income: The Agency must obtain as much information as possible about the employment, to include but not limited to; start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

Effective Date of Employment: The Agency must always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(Level 5)	(Level 4)	(Level 3)	(Level 2)	(Level 1)
Self-Employment	Not Available	The Agency mails or faxes a verification form directly to sources identified by the family to obtain income information.	The Agency will call the source to obtain income information.	The Agency will accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The Agency will document in the tenant file, the reason third party verification was not obtained.	The Agency will accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The Agency mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The Agency will call SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The Agency may accept an original SSA Notice from the tenant. Note: The Agency will document in the tenant file, the reason third party verification was not available.	The Agency will accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The Agency will document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The Agency mails, faxes or e-mails a verification Form directly to the local Social Services Agency to obtain welfare benefit information.	The Agency will call the local Social Services Agency to obtain current benefit amount(s).	The Agency will review the original award notice or printout from the local Social Services Agency provided by the tenant. Note: The Agency will document in the tenant file, the reason third party verification was not available.	The Agency will accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The Agency will document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(Level 5)	(Level 4)	(Level 3)	(Level 2)	(Level 1)
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The Agency mails, faxes or e-mails a verification Form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The Agency will call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The Agency will review the original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. Note: The Agency will document in the tenant file, the reason third party verification was not available.	The Agency will accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. Note: The Agency will document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with the State Wage Information Collection Agency to obtain unemployment compensation electronically or by mail or fax or in person. Use of HUD systems, when available.	The Agency mails, faxes, or e-mails a verification Form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The Agency will call the State Wage Information Collection Agency to obtain current benefit amount.	The Agency will review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. Note: The Agency will document in the tenant file, the reason third party verification was not available.	The Agency will accept a notarized statement or affidavit from the tenant that declares unemployment benefits. Note: The Agency will document in the tenant file, the reason third party verification was not available.
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The Agency mails, faxes, or e-mails a verification Form directly to the pension provider to obtain pension information.	The Agency will call the pension provider to obtain current benefit amount.	The Agency will review an original benefit notice from the pension provider provided by the tenant. Note: The Agency will document in the tenant file, the reason third party verification was not available.	The Agency will accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. Note: The Agency will document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(Level 5)	(Level 4)	(Level 3)	(Level 2)	(Level 1)
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The Agency mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The Agency will call the source to obtain asset and asset income information.	The Agency will review original documents provided by the tenant. Note: The Agency will document in the tenant file, the reason third party verification was not available.	The Agency will accept a notarized statement or affidavit from the tenant that declares assets and asset income. Note: The Agency will document in the tenant file, the reason third party verification was not available.
Comments	The Agency will make every available effort to secure wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process.	When the independent source completes the verification form(s) and returns the form(s) directly to the Agency. The tenant will not hand carry documents to or from the independent source.	The Agency will document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The Agency will use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement will include a perjury penalty statement.