

ADMINISTRATIVE PLAN
POLICY AND PROCEDURES
FOR THE IMPLEMENTATION OF THE
HOUSING VOUCHER PROGRAM

SOUTH PORTLAND HOUSING AUTHORITY

AMENDED APRIL 22, 1991 RESOLUTION #774	AMENDED JUNE 27, 2011 RESOLUTION #5996
AMENDED AUGUST 24, 1992 RESOLUTION #4101	AMENDED JUNE 20, 2012 RESOLUTION #6011
AMENDED MARCH 27, 1995 RESOLUTION #4584	AMENDED MAY 22, 2013 RESOLUTION #6087
AMENDED JANUARY 23, 1996 RESOLUTION #4679	AMENDED JUNE 26, 2013 RESOLUTION #6096
AMENDED MARCH 30, 1998 RESOLUTION #4861	AMENDED JUNE 25, 2014 RESOLUTION #6181
AMENDED SEPTEMBER 20, 1999 RESOLUTION #5013	AMENDED JUNE 24, 2015 RESOLUTION #6261
AMENDED MAY 9, 2000 RESOLUTION #5071	AMENDED JUNE 22, 2016 RESOLUTION #6317
AMENDED JUNE 28, 2000 RESOLUTION #5083	AMENDED JUNE 28, 2017 RESOLUTION #6370
AMENDED JANUARY 28, 2002 RESOLUTION #5193	AMENDED JUNE 27, 2018 RESOLUTION #6418
AMENDED JANUARY 24, 2005 RESOLUTION #5407	AMENDED JUNE 26, 2019 RESOLUTION #6468
AMENDED SEPTEMBER 26, 2005 RESOLUTION #5460	AMENDED MARCH 25, 2020 RESOLUTION #6506
AMENDED AUGUST 27, 2007 RESOLUTION #5583	AMENDED JUNE 23, 2021 RESOLUTION #6578
AMENDED JULY 14, 2010 RESOLUTION #5899	AMENDED JUNE 22, 2022 RESOLUTION #6619

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SECTION 8 ADMINISTRATIVE PLAN

This Administrative Plan defines the South Portland Housing Authority's policies for the operation of the Housing Choice Voucher Program, incorporating Federal, State and local laws. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. The South Portland Housing Authority will review this plan annually to ensure that we are current on all HUD requirements. The Administrative Plan is available for viewing in the main office.

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual orientation, disability or receipt of public assistance be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the South Portland Housing Authority housing programs.

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

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

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

1.2 REASONABLE ACCOMMODATION POLICY

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the South Portland Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability, rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. It is the policy of the South Portland Housing Authority to be in full compliance with all requirements of the Federal Fair Housing Act (FHA), the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as well as the Maine Human Rights Act (MHRA).

The Fair Housing Act and Maine Human Rights Act require housing providers to provide reasonable accommodations to the limitations of disabled residents. The Americans with Disabilities Act requires state and local governments and their instrumentalities, including housing providers, to provide reasonable accommodations to disabled residents. Section 504 of the Rehabilitation Act requires any program that receives federal funds to provide reasonable accommodations to disabled participants and forbids organizations and employers from excluding or denying individuals with disabilities an equal opportunity to receive program benefits and services.

The Fair Housing Act defines a person with a disability to include:

1. individuals with a physical or mental impairment that substantially limits one or more major life activities;
2. individuals who are regarded as having such an impairment; and
3. individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

The term "substantially limits" suggests that the limitation is "significant" or "to a large degree."

The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive. In general, a reasonable accommodation is a modification in the rules, policies, practices, or services of a housing provider that is necessary to afford a disabled resident an equal opportunity to use and enjoy a dwelling.

The Authority's reasonable accommodation policy is designed to ensure that a resident with a disability is provided with the modifications or accommodations that are necessary to allow the resident to enjoy equal access to our housing programs and related services. Our residents will be informed of the availability of our accommodation process through notices on appropriate Authority forms and letters, including but not limited to at the time of application and lease signing, and at the time of the annual lease renewal.

A request for reasonable accommodation can be made by the resident with the disability, a family member, or someone else acting on the individual's behalf. The Authority shall make available to all persons applying for residency at the Authority, or who are currently residents, notice of the option to request a reasonable accommodation. The process for making such requests shall be accessible to all persons so an individual can understand, in a format that is appropriate to meet the needs of the individual's disability. The Authority shall post this Policy and the related forms on its website.

The following procedures will be followed by the South Portland Authority representatives in implementing our reasonable accommodation policy:

- Requests for reasonable accommodations can be made orally or in writing. The South Portland Housing Authority will encourage the family to make its request in writing using a REASONABLE ACCOMMODATION REQUEST FORM. However, the Authority will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, it will be reduced to writing by the Authority and then reviewed with the individual requesting the accommodation for accuracy prior to submitting the request for consideration.
- All requests for reasonable accommodations received by a staff person will be conveyed to the Fair Housing Coordinator.
- If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the South Portland Housing Authority, the Authority must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation. The Fair Housing Coordinator will send a CERTIFICATION OF NEED FOR ACCOMMODATION to the professional third party indicated by the family on the REASONABLE ACCOMMODATION REQUEST FORM.
- If additional information is needed to determine the existence of a disability and the need for an accommodation, the Fair Housing and Reasonable Accommodation Coordinator may consult with the family, the family's medical provider(s), as well as any other individual with relevant information

concerning the requested accommodation. Any meeting concerning the request shall be held in a location accessible to the individual.

- A decision to grant or deny a reasonable accommodation will be made by the Fair Housing Coordinator in consultation with the Director of Housing Programs within twenty (20) days from which the request was submitted, or if applicable, within twenty (20) days after receipt of additional information.
- If more than one accommodation is equally effective in providing access to the South Portland Housing Authority programs and services, the Authority retains the right to select the most efficient or economic choice.
- A reasonable accommodation or modification request may be denied if it would impose an undue administrative or financial burden on the entity making the accommodation or cause a fundamental alteration of the housing program. If the individual's requested accommodation would, based on objective evidence, pose a direct threat to the health or safety of others, or result in substantial physical damage to property of others, the South Portland Housing Authority need not grant the accommodation.
- If the request is denied, on the grounds of administrative or financial burden, or fundamental alteration of the housing program, the resident and/or the South Portland Housing Authority may open a dialog so that negotiation and discussion of a reasonable accommodation is an interactive process. The South Portland Housing Authority is entitled to propose different accommodations or modifications that it believes are less costly or administratively burdensome and equally effective in removing barriers to tenancy.
- The cost of providing the accommodation, including requests for physical modifications, will normally be borne by the Authority. However, if another party or entity agrees to pay for the modification, the South Portland Housing Authority will seek to have that entity pay for any restoration costs, if necessary.
- If a resident/program participant requests that he or she be permitted to make physical modifications to a residential unit at his or her expense as a reasonable accommodation, the South Portland Housing Authority will generally approve such requests if they do not violate codes or impact the structural integrity of the unit.

All decisions made by the South Portland Housing Authority on a reasonable accommodation request shall be kept confidential except insofar as disclosure is necessary to implement an approved accommodation. Any denial of an individual's request for a reasonable accommodation shall be explained to the individual, in writing, the basis for the decision and the reason(s) why the request is being denied. The individual shall also be informed of his or her right to request in writing, an informal hearing on the decision by the Fair Housing Coordinator.

1.3 FAMILY/OWNER OUTREACH

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

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

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

The South Portland Housing Authority will advise owners who participate in or who are seeking information about the Section 8 Program. The meetings and materials provided are intended to:

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

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

1.4 RIGHT TO PRIVACY [24 CFR 5.212 and Form-9886]

The South Portland Housing Authority is strongly committed to protecting the privacy of people dealing with the agency. There are numerous federal privacy laws, regulations, notices and other requirements that the Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2016-06 and any ensuing publications. The Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the information. Employees will also be trained on the proper disposition of said information.

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

will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.5 REQUIRED POSTINGS

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

- A. The Section 8 Administrative Plan
- B. Address of all the South Portland Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- C. Income Limits for Admission
- D. Informal Review and Informal Hearing Procedures
- E. Fair Housing Poster
- F. Equal Opportunity Employment Poster
- G. The Agency's SEMAP score and designation

2.0 LIMITED ENGLISH PROFICIENCY (LEP)

The South Portland Housing Authority is committed to complying with federal requirements in providing free, meaningful access for its LEP clients. No LEP client will be denied access to an Authority program because the client does not speak English or communicates in English on a limited basis.

The South Portland Housing Authority has a separate LEP policy in addition to Fair Housing Policies already stated in this Administrative Plan. Please refer to this policy, entitled "Language Assistance Plan, LAP", for information pertaining to the steps that the Authority will take to serve populations that may access the Authority programs and services.

3.0 SOUTH PORTLAND HOUSING AUTHORITY/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the South Portland Housing Authority, participating Owners/Landlords, and participating families.

3.1 SOUTH PORTLAND HOUSING AUTHORITY RESPONSIBILITIES

- A. The South Portland Housing Authority will comply with the consolidated ACC, the application Authority submitted to HUD to get the specific vouchers, HUD regulations and other requirements, and this Administrative Plan.
- B. In administering the program, the South Portland Housing Authority will:
 - 1. Publish information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help people with disabilities find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a housing choice voucher to each selected family, and provide housing information to families selected;
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
 - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
 - 12. Determine the amount of the housing assistance payment for a family;
 - 13. Determine the maximum rent to the owner and whether the rent is reasonable;
 - 14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

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

3.2 OWNER RESPONSIBILITY

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

- b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 - 7. Entering into a lease and enforcing tenant obligations under the lease.
 - 8. Including in the lease a clause that provides that engaging in drug-related and/or criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
 - 9. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR §100.203.
- D. The owner is responsible for notifying the South Portland Housing Authority sixty (60) calendar days prior to any rent increase. Increases will only be granted at the end of a lease term.
- E. If any owner received HAP for any month in which the owner was ineligible to receive HAP because of a deceased tenant, the Authority will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within thirty (30) days. If the owner does not comply, the South Portland Housing Authority will deduct the amount due to the Agency from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the South Portland Housing Authority may seek and obtain additional relief by judicial order or action in accordance with the state and local laws.

3.3 OBLIGATIONS OF THE PARTICIPANT

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

- A. Supplying required information
 - 1. The family must supply any information that the South Portland Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation, as well as a birth certificate for all family members. All adult household members (age eighteen (18) or older) must attend all certification, recertification and interim appointments and sign the necessary paperwork.

2. The family must supply any information requested by the South Portland Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. All information supplied by the family must be true and complete.

B. Utilities and Appliances

1. The family must pay utility bills for which they are responsible and keep utilities on in the unit. Utility bills must be in the tenant's name, or the name of a household member that is authorized by the Housing Authority to reside in the unit. If utilities are shut off for non-payment, the family will have twenty-four (24) hours to have service reinstated. If utilities are not turned back on within twenty-four (24) hours, the unit will fail Housing Quality Standards and assistance will be terminated.
2. The family must provide and maintain any appliances that the owner is not required to provide under the lease.

C. HQS Breach caused by the family

The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

- D. The family must allow the South Portland Housing Authority to inspect the unit at reasonable times and after at least two (2) calendar days-notice, according to state law.

E. Violation of Lease

The family may not commit any violation of the lease.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests.

Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, or stalking, that is engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be construed as serious or repeated lease violations by the victim and will not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an *affiliated individual* of the tenant is the victim or threatened victim of the domestic violence, dating violence,

sexual assault, or stalking.

F. Family Notice of Move or Lease Termination

The family must notify the South Portland Housing Authority and the owner thirty (30) days before the family moves out of the unit or terminates the lease by a notice to the owner. This notice must be in writing to both the landlord and South Portland Housing Authority.

G. Owner Eviction Notice

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

H. Use and Occupancy of the Unit

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

I. Absence from the Unit

The South Portland Housing Authority must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the Housing Authority 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 military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the household to report changes in family composition. The South Portland Housing Authority will evaluate absences from the unit using this policy.

1. **Absence of Entire Family** – These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the South Portland Housing Authority will terminate assistance in accordance with appropriate termination procedures contained in this Plan. Families are required to both notify the Housing Authority before they move out of a unit and to give the Housing Authority information about any family absence from the unit. Families must notify the South Portland Housing Authority if they are going to be absent from the unit for more than fourteen (14) consecutive days. If the family fails to notify the Housing Authority of an absence of longer than fourteen (14) consecutive days, or if the entire family is absent from the unit for more than ninety (90) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HA may: Conduct a

- home visit
- Telephone the family at the unit
- Interview the landlord
- Interview neighbors
- Verify if utilities are in service
- Write letters to the family at the unit

The family must request permission from the South Portland Housing Authority for absences exceeding ninety (90) consecutive days. Any family absent for more than ninety (90) consecutive days, without receiving prior authorization from South Portland Housing Authority, will be terminated from the program. An authorized absence may not exceed one hundred eighty (180) calendar days. The Housing Authority at all times shall reserve the right to exercise its judgement regarding extensions on family absence from the unit on a case-by-case basis. Authorized absences may include, but are not limited to:

- a. Prolonged hospitalization

- b. Absences beyond the control of the family (i.e. death in the family, other family member illness)
- c. Other absences that are deemed necessary by the South Portland Housing Authority

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed one hundred eighty (180) consecutive day limit. If the absence which resulted in termination of assistance was due to a person's disability, and the Housing Authority can verify that the person was unable to notify the Housing Authority in accordance with the lease provisions regarding absences, and if a suitable unit is available, the Housing Authority may reinstate the family as an accommodation if requested by the family.

2. **Absence of Any Member** – Any member of the household, other than the sole member, will be considered permanently absent if s/he is away from the unit for one hundred eighty (180) consecutive days except as otherwise provided in this section.
3. **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 Housing Authority 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 one hundred eighty (180) consecutive days, the family member will not be considered permanently absent. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the Housing Authority's "Absence of Entire Family" policy.
4. **Absence due to Incarceration** – Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for ninety (90) consecutive days. The Housing Authority will determine if the reason for any family member's incarceration is for drug- related, violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, and will pursue termination of assistance for the family if deemed appropriate.
5. **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 Housing Authority 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 from the date of removal of the children, voucher size will be reduced.

If children are removed from the home permanently, the voucher size will be reduced in accordance with the South Portland Housing Authority subsidy standards.

6. **Students** – Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.
7. **Visitors** – Any persons not included on the HUD 50058 who has been in the unit more than fourteen (14) consecutive days, or a total of thirty (30) days in a twelve (12) month period, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a family member. Statements from neighbors and/or the landlord will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the Housing Authority will terminate assistance since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than one hundred eighty-three (183) calendar days per year, the minor will be considered to be an eligible visitor and not a family member.

J. Interest in the Unit

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

K. Renting from Family Members

The family may not receive housing choice voucher 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 South Portland Housing Authority has determined (and has notified the owner and the family 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 disabilities.

L. Fraud and Other Program Violation

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

M. Crime by Household Members

The members of the household may not engage in illegal drug-related activity, criminal activity or other violent criminal activity that threatens the health safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises, or any other criminal activity off the premises. The use of medical marijuana is included in this ban.

N. Other Housing Assistance

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

O. Alcohol and/or Drug Abuse by Household Members

The members of the household must not engage in abuse of alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons residing in the immediate vicinity of the premises, or any other drug activity off the premises.

4.0 ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

There are five (5) eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the South Portland Housing Authority screening criteria in order to be admitted to the Section 8 Program.

4.2 ELIGIBILITY CRITERIA

- A. Family status. All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status.
1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity or marital status) that live together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
 - 2. An elderly family, which is:
 - a. A family whose head, co-head, spouse, or sole member is a person who is at least sixty (62) years of age; or
 - b. One or more persons who are at least sixty (62) years of age living with one or more live-in aides.
 - 3. A disabled family, which is:
 - a. A family whose head, co-head, spouse, or sole member is a person with disabilities;
 - b. Two (2) or more persons with disabilities living together; or
 - c. One (1) or more persons with disabilities living with one (1) or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
 - 4. A **chronically homeless person** is an unaccompanied homeless individual or family with a disabling condition who has been continuously homeless for a year or more, or has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, a person must have been sleeping in a place not meant for human habitation (i.e. living on the streets) and/or been in a Portland area emergency shelter during that time.
 - 5. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit.
 - 6. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
- 1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a family that is:

- a. An extremely low-income or a very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises, the assistance will decrease.
 3. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
 4. Families who are moving into the South Portland Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they are initially assisted under the program.
 5. Families who are moving into the South Portland Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the South Portland Housing Authority program.
 6. Income limit restrictions do not apply to families transferring units within the South Portland Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one (1) member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a (a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one (1) member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one (1) of three (3) types of assistance (See Section 12.4(C) for

calculating rents under the non-citizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

– See full explanation – Sec. 11.4

To be eligible, all family members must disclose and provide verification of the complete and accurate Social Security number assigned to them.

E. Signing Consent Forms

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

F. Special College Student Eligibility Rules

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

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

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

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

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

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

1. Reviewing and verifying previous address information to determine evidence of a separate household;
2. Verifying the student meets the U.S. Department of Education's definition of "independent student";
3. Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
4. Verifying income provided by a parent by requiring a written certification from the

individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income. (Except if the student meets the Department of Education's definition of "independent student" in paragraphs (2), (3) or (8) set forth below).

An "independent student" is defined as:

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

G. Suitability for tenancy

The South Portland Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. This check will be made through the State Bureau of Investigations (SBI) and through a national criminal background check which may include the FBI's National Crime Information Center (NCIC). Additionally, each adult household member will be checked for any prior evictions. These criminal and eviction background checks will proceed after each adult household member has signed a consent form designed by the South Portland Housing Authority. The

information received as a result of the criminal background and eviction checks shall be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated.

The Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender. The South Portland Housing Authority will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

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

5.0 MANAGING THE WAITING LIST

5.1 *OPENING AND CLOSING THE CENTRALIZED WAITING LIST*

Applications for the Housing Choice Voucher Program will be placed on the "Centralized Waiting List System" known as the Maine Centralized Section 8/HCV Waiting List. Anyone wishing to apply for the Housing Choice Voucher program can do so.

The waiting list will remain open indefinitely.

5.2 *TAKING APPLICATIONS*

Families wishing to apply for the Housing Choice Voucher program will be required to complete an application for housing assistance. The applications are available online or from any one of the Centralized Waiting List System participating Housing Authorities. Applications may be submitted online at a designated and secure website or submitted to any participating Housing Authority.

Applications will be accepted via fax, mail, or may be dropped off during regular business hours at:

South Portland Housing Authority office
100 Waterman Drive, Suite 101
South Portland, Maine 04106.

To provide specific accommodations for persons with disabilities, a staff person may complete the application for the applicant by hand. Interpreter services will be provided for applicants with Limited English Proficiency upon request.

When the wait list is open, completed applications will be accepted from all applicants. The

SOUTH PORTLAND Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Persons with disabilities who require a reasonable accommodation in completing an application may call the South Portland Housing Authority to make special arrangements to complete their application.

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

An applicant must report changes in their applicant status, including changes in family composition, income, or preference factors, by updating their online application or by completing a Change Form and submitting it to a participating Housing Authority. The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The SOUTH PORTLAND Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

Applicants will be given the opportunity to complete HUD Form 92006 with their full application.

5.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any significant contact between the SOUTH PORTLAND Housing Authority and the applicant will be documented in the applicant file.

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

5.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. Annual income must be verified within sixty (60) calendar days of the issuance of a housing choice voucher. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The SOUTH PORTLAND Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security Number information and birth certificates, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

5.5 *PURGING THE WAITING LIST*

The Maine Section 8/HCV Centralized Waiting List will be updated by Affordable Housing Network, LLC (the “Licensor”). The update is necessary to ensure that the pool of applicants reasonably represents families still actively interested in Section 8/HCV assistance. It also enables the family to update applicant information regarding address, family composition, income category and preferences.

Licensor will update the waiting list, at a minimum, on a biennial basis. Update notices will ask for current household/applicant information and confirmation of continued interest and will only be sent to applicants who have not updated their application since the last update mailing was sent.

The update notice will be sent via first class mail to the most recent mailing address that the family has on record on the Maine Centralized Section 8/HCV Waiting List. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant’s name being removed from the waiting list. The deadline for responses will be 30 days from the date of the mailing.

The family’s response must be submitted online, in writing and delivered in person, by mail or by fax via the methods indicated on the notice.

If a family fails to respond to a mailed written notice within the established response time, the family will be removed from the waiting list without further notice. If the notice is returned by the post office with no forwarding address, this will be used as proof that the applicant has moved without notice and the applicant will be removed from the waiting list without further notice. When the update mailing is processed, any applicant with a forwarding address registered with the USPS will have their mail automatically forwarded to their new address. If the notice is still returned by the post office with a forwarding address, the update request will be re-sent to the forwarding address indicated. The update request will provide a new deadline by which the family must respond and will state that failure to respond will result in the applicant’s name being removed from the waiting list. The deadline for a response will be 30 days from the date of the re-mailing

5.6 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

The SOUTH PORTLAND Housing Authority will not remove an applicant’s name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare

their continued interest in the program or misses scheduled appointments;

- C. The applicant does not meet either the eligibility or screening criteria for the program; or
- D. The applicant has been issued a Housing Choice Voucher.

The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three (3) years from the date the file is closed.

5.7 GROUNDINGS FOR DENIAL

The SOUTH PORTLAND Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a family member who was evicted from federally assisted housing within the past three years because of illegal, drug or drug-related criminal activity. The three (3) year limit is based on the date of such eviction, not the date the crime was committed.

However, the SOUTH PORTLAND Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the SOUTH PORTLAND Housing Authority; or
 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- F. Have a household member who is currently engaging in illegal use of a drug;
 - G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
 - I. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
 - J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the

health, safety, or right to peaceful enjoyment of the premises by other residents;

- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a household member who is currently engaged in, or has engaged in the following:
 - 1. Illegal, drug or drug-related criminal activity; notwithstanding the absence of an arrest or conviction.
 - 2. Violent criminal activity, notwithstanding the absence of an arrest or conviction;
 - 3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, notwithstanding the absence of an arrest or conviction; or
 - 4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the SOUTH PORTLAND Housing Authority (including a SOUTH PORTLAND Housing Authority employee or a SOUTH PORTLAND Housing Authority contractor, subcontractor or agent), notwithstanding the absence of an arrest or conviction.

Although the State of Maine has made Medical Marijuana (MM) legal, it is not legal under Federal Law. The South Portland Housing Authority has a zero tolerance for marijuana cultivation, use, sale or distribution. MM is not an allowable expense for a deduction of medical expenses. If we were to receive information about use, sale, etc. of MM we would take the same action we do now for violation of the family's obligations under the Voucher for illegal drug activity.

For purposes of this section, a household member is "currently engaged in" criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

- M. Have a family member who violated any family obligations under previous participation in the program;
- N. Have a family member who has been evicted from federally assisted housing in the last five years;
- O. Have a family member that the South Portland Housing Authority ever terminated assistance for under the program;
- P. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program, this will be checked on EIV-Existing Tenant Search;

- Q. Currently owes rent or other amounts to the South Portland Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act, this will be checked under EIV-Existing Tenant Search;
- R. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- S. Have breached an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;
- T. If a family participating in the Family Self-Sufficiency Program, a family fails to comply, without good cause, with the family's FSS Contract of Participation;
- U. Have engaged in or threatened abusive or violent behavior towards any South Portland Housing Authority staff member or resident;
- V. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.
- W. New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue.

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

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

If the South Portland Housing Authority denies admission to the Housing Choice Voucher program on the basis of a criminal record, the Authority will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have fourteen (14) calendar days to dispute the accuracy and relevance of the record in writing. If the Authority does not receive the dispute within the allotted time, the applicant will be denied.

The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving

such individual. Types of acceptable verifications are outlined in Section 22.1 of this Section 8 Administrative Plan, and must be submitted within fourteen (14) business days after receipt of the Housing Authority's written request for verification.

The South Portland Housing Authority will include with every notice of denial to an applicant, a notification of their rights under VAWA, including their right to confidentiality and the limits thereof, along with a copy of A HUD-approved certification form.

5.8 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the South Portland Housing Authority, in writing, that they have fourteen (14) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the SOUTH PORTLAND Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

5.9 INFORMAL REVIEW

If the South Portland Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within fourteen (14) business days of the denial. The Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

6.0 SELECTING FAMILIES FROM THE WAITING LIST

6.1 PREFERENCES

Preferences shall be used for the purpose of structuring the order in which applications are considered, not whether applicants meet basic eligibility requirements for admission to the program. A preference does not guarantee admission to the program.

The following preference groups are prioritized and offered vouchers based on qualification for funding, availability of vouchers, and the administrative need for SPHA to utilize available vouchers. All households must be on the Centralized Waitlist prior to receiving a voucher, except for those in category A and B.

- A. SPHA will offer a preference to Project-Based voucher families that have elected to terminate the lease after the first year and are in compliance with the lease and PBV

Program.

- B. SPHA will offer a preference to any participating family that has been terminated from its HCV program due to insufficient program funding.
- C. SPHA, under the direction of the Department of Housing and Urban Development, may give preference for tenant-based assistance to persons displaced by natural or national disaster as designated by the Federal Emergency Management Agency (FEMA) until such time that funding designated for this preference has been committed.
- D. SPHA may offer a preference to families who include victims of domestic violence, dating violence, sexual assault, or stalking who are seeking an emergency transfer under VAWA from SPHA's public housing program or other covered housing program operated by SPHA.
- E. SPHA may offer a preference to families that are enrolled and actively participating in the Housing Navigator Pilot Program through SPHA. Preference will be offered on a case-by-case basis, as needed and determined by the Director of Housing Programs and/or their representative along with the Housing Navigator.
- F. SPHA may offer a preference to families who are over-housed in SPHA's Project-Based Voucher Program or SPHA's Public Housing Program at the time of conversion to the Project-Based Voucher Program, when no other alternative appropriately sized unit is available within the program or project to transfer the over-housed family. (i.e. a single-person household in a 2 bedroom unit, where there is no smaller sized unit in the project.)

The South Portland Housing Authority uses the following preferences for all other applicants, which require verification at the time of offer:

- A. Families with minors or dependents; Elderly Families (Head of Household, Co-Head, or Spouse is sixty-two (62) years of age or older; Disabled Families (Head of Household, Co-Head, or Spouse is disabled).
- B. Residency Preference – Families who reside in South Portland or include a family member who works or has been hired to work in South Portland. The residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of an applicant family.
- C. Veteran Preference – Persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable.

Points will be given for each preference the family qualifies for. Families will be selected based on their number of preference points. Among applicants with equal preference points, the waiting list

will be organized by date and time.

Preferences points are given as follows:

- 10 pts.** - Families with minors or dependents; Elderly families; Disabled families
- 3 pts.** - Residency Preference
- 1 pt.** - Veteran Preference

Additionally, South Portland Housing Authority also has a **Chronically Homeless Preference** which is an exception to the process described above. The Housing Authority has set aside two (2) vouchers for this preference. If one of these two (2) vouchers is available, it will go to the first eligible family on the list (by date and time) that qualifies for this preference, regardless of any other preferences the family may qualify for. If there are no families on the list that qualify for as Chronically Homeless, the voucher will be offered in the usual way and when an eligible Chronically Homeless family applies, it will receive the next available voucher. If no set-aside vouchers are available, a family that is Chronically Homeless is still eligible to be selected in the usual way.

Chronically Homeless Preference (for Set-Aside) - An unaccompanied homeless individual or family with a disabling condition who has been continuously homeless for a year or more, or has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless, a person must have been sleeping in a place not meant for habitation (i.e. living on the streets) and/or been in a Portland area emergency shelter during that time.

Verification of a preference:

1. copy of lease
2. mail, etc... (bill)
3. license
4. Enrollment or discharge papers - Veteran's Preference
5. Proof of residency in the affected area.

6.2 SPECIAL HOUSING TYPE: SET-ASIDE VOUCHERS WITH SUPPORTIVE SERVICES FOR CHRONICALLY HOMELESS

The South Portland Housing Authority and Preble Street, Preble Street being the lead agency, have entered into an agreement for the creation of a Housing Choice Voucher (HCV) Set-Aside for Chronically Homeless, (hereafter "the Program").

The goal of the Program is to pair two (2) HCV subsidies with supportive services to provide permanent supportive housing for eligible individuals. The South Portland Housing Authority shall provide the housing subsidies and Preble Street shall provide the supportive services. The subsidies shall be funded through the current HCV ACC of the Authority with the Department of Housing and Urban Development. Preble Street shall affirmatively further fair housing in identifying chronically homeless who are eligible for the Housing Choice Voucher Set-Aside and who are in need of the supportive services provided by Preble Street.

Regulations set forth in this Administrative Plan for Housing Choice Vouchers apply. The following define certain considerations for these applicants/participants give the barriers to housing they face and the need for supportive services to gain stable and affordable housing. The

South Portland Housing Authority and Preble Street will receive releases from applicants/participants to share information about the applicant/participant as it applies to the applicants/participants initial or continued eligibility for the Program.

A. Identification of Applicants

Any person who claims to qualify for the preference – Chronically Homeless – must have that verified by Preble Street. This verification will be provided to the South Portland Housing Authority when the applicant is selected from the waiting list. Supportive Services staff will assist the applicants with applications, paperwork and verifications, and ensure that they are complete prior to submission.

B. Eligibility/Denial of Assistance

Most regular HCV program screening will apply. However, the South Portland Housing Authority may take into consideration mitigating circumstances caused by the chronic homelessness and/or disability of the application that, with the benefit of stable, affordable housing and other supportive services, may reduce or eliminate such behaviors or activities in the future.

A. Portability of Assistance

The participant must remain on the Program for at least the initial term of the lease and receive needed supportive services before any consideration of portability will be given. If the participant wishes to port their rental assistance outside the area of operation for the South Portland Housing Authority, they may request an HCV without services. If the port-out of assistance is successful, the voucher will be issued to the next eligible applicant. If the port-out of assistance is not successful, the participant can either continue with the Program, with supportive services as needed, or keep the HCV and continue the search for a new unit and have the unit approved before the expiration of the voucher.

B. Termination of Assistance for Violations of Family Obligations under the HCV Program

All participants must comply with the Family Obligations as part of the Housing Choice Voucher. The South Portland Housing Authority will inform Preble Street of any issues with participants continued eligibility.

C. Memorandum of Understanding

The South Portland Housing Authority and Preble Street have entered into a Memorandum of Understanding (MOU) that defines the operational roles and responsibilities of each organization.

6.3 SELECTION FROM THE WAITING LIST

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Not with-standing the above, if necessary to meet the statutory requirement that 75% of newly

admitted families in any fiscal year be families whose annual income does not exceed the higher of 30% of the median income for the area (extremely low-income) or the federal poverty level (unless a different target is agreed to by HUD), the South Portland Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

7.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two (2) adults will share a bedroom unless related by blood.

In determining bedroom size, the South Portland Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under 51% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines, providing current budget allows.

- A. Children of the same sex will share a bedroom unless there is more than five (5) years’ age difference between them.

If not more than five (5) years apart, consideration will be given, if a medical professional verifies the need.

- B. Adults and children will not be required to share a bedroom.

- C. Foster adults and/or foster children will not be required to share a bedroom with family members.
- D. Live-in aides will be provided a separate bedroom.

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

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

Changes in family composition and/or the need for a reasonable accommodation or a live-in aide may require a change in voucher size. Increases in voucher size may be requested by the family and must be approved by the Director of Housing Programs or by his/her designee.

7.1 BRIEFING

When the South Portland Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a housing choice voucher all of the adult members of the family are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two (2) briefings without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. An explanation of how portability works, including how the family's assistance can be

affected through re-screening by the Receiving Housing Authority, changes in the subsidy and payment standards, and other elements of the portability process that could affect the family's assistance. The South Portland Housing Authority will not discourage the family from choosing to live anywhere in or outside its jurisdiction under portability procedures, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order;

- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas;
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from its own funds;
- H. A description of the homeownership program if one exists; and
- I. An explanation of information contained in the Housing Choice Voucher packet.

7.2 PACKET

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

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

- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
- J. The HUD brochure on how to select a unit ("A Good Place to Live") and any other information HUD provides on the subject;
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other resources (such as newspapers, organizations, and online search tools) known to the South Portland Housing Authority who may be willing to lease a unit to the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the South Portland Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. South Portland Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
- R. The South Portland Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program;
- S. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act;
- T. A written explanation of the advantages of living in an area that does not have a high

concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas; and

- U. A listing or map that delineates areas of poverty or minority concentration in the jurisdiction. Also, applicants shall be given information about job opportunities, schools, and other services in non-concentrated neighborhoods.

7.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

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

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the housing choice voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within fifteen (15) calendar days after the receipt of inspection request from the family and owner. The fifteen (15) day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

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

Additional screening is the responsibility of the owner.

7.4 TERM OF THE HOUSING CHOICE VOUCHER

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

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

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full one hundred twenty (120) calendar-days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, it will grant the additional search time.

Upon submittal of a completed request for approval of tenancy form, the South Portland Housing Authority will suspend the term of the housing choice voucher. The term will be in suspension until the date the Housing Authority provides written notice that the request has been approved or denied. This policy allows families the full term (sixty (60) calendar days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two (2) requests will be concurrently considered.

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

7.5 APPROVAL TO LEASE A UNIT

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

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

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

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

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

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

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

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

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

7.6 SOUTH PORTLAND HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Authority will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation).

The Authority will also deny owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project- based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; \The owner refuses (or has a history of refusing) to evict families for drug- related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by residents, South Portland Housing Authority employees or owner employees; or residences by neighbors;
- F. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a housing choice voucher (currently shopping) unless the South Portland Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
- G. The Housing Authority has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal Equal Opportunity requirements; or
- H. Other conflicts of interest under Federal, State, or local law.

7.7 INELIGIBLE/ELIGIBLE HOUSING

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

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space

or units being purchased under a Section 8 Homeownership Program; and

- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The South Portland Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing

7.8 SECURITY DEPOSIT

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

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

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

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

8.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial lease has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The SOUTH PORTLAND Housing Authority will issue the family a new housing choice voucher if the family does not owe the SOUTH PORTLAND Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a housing choice voucher within the last twelve (12) months, and if the SOUTH PORTLAND Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the twelve (12) month requirement will be waived. This policy is consistent with all civil rights laws and regulations.

8.1 WHEN A FAMILY MAY OR MAY NOT MOVE

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

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

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

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

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

- A. If the family violates any family obligations under the program;
- B. If any member of the family has been evicted from federally assisted housing in the last five (5) years;
- C. If a PHA has ever terminated assistance under the program for any member of the family;
- D. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- E. If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
- F. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

- G. If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.);
- H. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation;
- I. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel;
- J. If the family has been engaged in criminal activity or alcohol abuse
- K. If the family does not comply with our policy on the timing and frequency of moves.
- L. If the family is not eligible to portability due to being a nonresident when admitted to the program; or
- M. If SOUTH PORTLAND Housing Authority has insufficient funding for continued assistance to the family.
 - 1. A voucher cannot be rescinded if SOUTH PORTLAND Housing Authority has approved a move, subsequently finds out a funding shortfall will occur and the family cannot remain in its old unit (e.g. the unit has already been leased to another family).
 - 2. Under portability, an initial housing authority cannot terminate a portability unit because it is not a party to the HAP contract.

8.2 PROCEDURES REGARDING FAMILY MOVES

Families that are moving to a new unit will be required to attend a briefing. This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;

- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within one hundred twenty (120) calendar days prior to the move;
- G. An explanation and copies of forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

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

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

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

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

9.0 PORTABILITY

9.1 GENERAL POLICIES OF THE SOUTH PORTLAND HOUSING AUTHORITY

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

Families participating in the Housing Choice Voucher Program, that have resided in the jurisdiction of the SOUTH PORTLAND Housing Authority for at least 12-months, may lease a unit anywhere in the jurisdiction of the SOUTH PORTLAND Housing Authority or outside the

SOUTH PORTLAND Housing Authority jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher program covering the location of the proposed unit. This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking and the move is needed to protect the health or safety of the family or family member.

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

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

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

Families may only move to a jurisdiction where a Section 8 Program is being administered. If more than one housing authority operates a Housing Choice Voucher in the jurisdiction where the participant is moving, the participant may choose which housing authority the participant wants to administer the voucher.

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

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

Any of the above general policies will be waived by the SOUTH PORTLAND Housing Authority in order to help participants who are compliant with their existing leases but who reasonably believe they need to move to protect the health and/or safety of a victim of domestic violence, dating violence or stalking. In order to exercise this waiver, the participant shall provide the SOUTH PORTLAND Housing Authority with appropriate verification. Types of acceptable verifications are outlined in Section 22.1 of this Section 8 Administrative Plan, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

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

9.2 INCOME ELIGIBILITY

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Housing Choice Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Housing Choice Voucher Program, income eligibility is not re-determined.

9.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

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

9.4 PORTABILITY PROCEDURES

- A. When the SOUTH PORTLAND Housing Authority is the Initial Housing Authority:
 - 1. The SOUTH PORTLAND Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 - 2. The SOUTH PORTLAND Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant.
 - 3. The SOUTH PORTLAND Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher. If there are more than one agencies administering vouchers in the area the family wants to move to, the family shall choose which one to use.
 - 4. The SOUTH PORTLAND Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via email or other delivery confirmation.
 - 5. The SOUTH PORTLAND Housing Authority will immediately mail or fax to the Receiving Housing Authority a completed Part 1 of HUD Form 52665, the most

recent HUD Form 50058 (Family Report) for the family, related verification information, and a copy of the family's voucher. If the family is an applicant and not a participant, the Housing Authority will provide the Receiving Housing Authority with the family information and income information in a format similar to that utilized by the 50058. It shall also provide any verification information and a copy of the voucher signed by the participant and the SOUTH PORTLAND Housing Authority.

B. When the SOUTH PORTLAND Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the SOUTH PORTLAND Housing Authority, the SOUTH PORTLAND Housing Authority will within ten (10) calendar days inform the Initial Housing Authority via email or other delivery confirmation that it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner (10 business days or less of the date the HAP contract is executed) will accomplish this. If the family is absorbed, the SOUTH PORTLAND Housing Authority will also send the Initial Housing Authority a new HUD Form 50058.
2. The SOUTH PORTLAND Housing Authority will issue a voucher to the family as long as the initial voucher has not expired (if it has expired, the SOUTH PORTLAND Housing Authority will contact the Initial Housing Authority to determine whether it will extend the voucher or if the family shall be referred back to the Initial Housing Authority). The term of the SOUTH PORTLAND Housing Authority's voucher will not expire before 30 calendar days after the expiration date of any Initial Housing Authority's housing choice voucher. The SOUTH PORTLAND Housing Authority will determine whether to extend the housing choice voucher term. The decision to extend will take into account the SOUTH PORTLAND Housing Authority's existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665. If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to the SOUTH PORTLAND Housing Authority during the term of the SOUTH PORTLAND Housing Authority's housing choice voucher. If the SOUTH PORTLAND Housing Authority has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract before the billing deadline date.
3. The SOUTH PORTLAND Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the SOUTH PORTLAND Housing Authority's subsidy standards. Also, when a receiving housing authority, the SOUTH PORTLAND Housing Authority's policies will govern the ported voucher.

4. The SOUTH PORTLAND Housing Authority will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher. In any event the SOUTH PORTLAND Housing Authority will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, the SOUTH PORTLAND Housing Authority will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if the SOUTH PORTLAND Housing Authority intends to bill the Initial Housing Authority.
5. If the SOUTH PORTLAND Housing Authority opts to conduct a new reexamination, the SOUTH PORTLAND Housing Authority will not delay issuing the family a housing choice voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the SOUTH PORTLAND Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the SOUTH PORTLAND Housing Authority may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.
7. The SOUTH PORTLAND Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.
8. As the receiving housing authority, the SOUTH PORTLAND Housing Authority will accept all eligible portability families, with limited exceptions. If an exception is utilized, the SOUTH PORTLAND Housing Authority will seek prior approval from HUD.
9. If a family is denied admission to the program, the participant is entitled to request an informal hearing.
10. If the family decides not to lease in our jurisdiction, it shall be referred back to the Initial Housing Authority.
11. Although the SOUTH PORTLAND Housing Authority will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the screening thresholds either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.

C. Absorption by the SOUTH PORTLAND Housing Authority

If funding is available under the consolidated ACC for the SOUTH PORTLAND Housing Authority's Housing Choice Voucher Program when the portable family is received, the

SOUTH PORTLAND Housing Authority will absorb the family into its Housing Choice Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the SOUTH PORTLAND Housing Authority's Tenant-Based Program. The decision to absorb, or not, will be communicated in writing to the initial housing authority as soon as possible. A decision to absorb is irreversible without the permission of the initial housing authority.

D. Portability Billing

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

1. As the Initial Housing Authority, the SOUTH PORTLAND Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program determined in the same manner as for other families in the Receiving Housing Authority's program.
2. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for the lesser of 80% of its prorated column B administrative fee, 100% of the Receiving Housing Authority's normal column B administrative fee, or a negotiated amount that both housing authorities agree to of the Initial Housing Authority's ongoing administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If HUD is prorating the administrative fee, the prorated amount will be used.

E. When a Portable Family Moves

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

If a family is denied a portability request due to lack of funding it shall be so notified in writing when the denial is made. The letter shall include the period the family's request to move shall remain active and how they will be notified when funds become available.

The South Portland Housing Authority will notify the HUD Field Office in writing that it is denying a portability move. The notification will include:

1. A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses. The projection must not include vouchers that have been issued but are not yet under contract.
2. A statement certifying the Housing Authority has ceased issuing vouchers and will not admit families from their waiting list while the limitation on moves to

a higher cost unit is in place.

3. A copy of this Section 8 Administrative Plan stating how the Housing Authority will address families who have been denied moves.

F. Ongoing Responsibilities as a Receiving Housing Authority

When the SOUTH PORTLAND Housing Authority is a receiving agency it will:

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

10.0 DETERMINATION OF FAMILY INCOME

10.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME

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

10.2 INCOME

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

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

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the SOUTH PORTLAND Housing Authority believes that past income is the best available indicator of expected future income, the SOUTH PORTLAND Housing Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits

that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

a. Welfare assistance payments

i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(2). Are not otherwise excluded under paragraph Section 9.3 of this Plan.

ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

(1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

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

b. Imputed welfare income.

i. A family's annual income includes the amount of imputed welfare income (because of welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified

in notice to the SOUTH PORTLAND Housing Authority by the welfare agency), plus the total amount of other annual income.

ii. At the request of the SOUTH PORTLAND Housing Authority, the welfare agency will inform the SOUTH PORTLAND Housing

Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the SOUTH PORTLAND Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The SOUTH PORTLAND Housing Authority will use this information to determine the amount of imputed welfare income for a family.

- iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the SOUTH PORTLAND Housing Authority by the welfare agency).
- iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- v. The SOUTH PORTLAND Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- vi. If a participant is not satisfied that the SOUTH PORTLAND Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the SOUTH PORTLAND Housing Authority denies the family's request to modify such amount, then the SOUTH PORTLAND Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the SOUTH PORTLAND Housing Authority's determination of the amount of imputed welfare income. The SOUTH PORTLAND Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- vii. Relations with welfare agencies
 - a). The SOUTH PORTLAND Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the SOUTH PORTLAND Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

- b). The SOUTH PORTLAND Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the SOUTH PORTLAND Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
 - c). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The SOUTH PORTLAND Housing Authority shall rely on the welfare agency notice to the SOUTH PORTLAND Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
 - 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
 - 9. For section 8 programs only and as provided in [24 CFR 5.612](#), any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the [Higher Education Act of 1965 \(20 U.S.C. 1001 et seq.\)](#), from private sources, or from an institution of higher education (as defined under the [Higher Education Act of 1965 \(20 U.S.C. 1002\)](#)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered [annual income](#) for persons over the age of 23 with [dependent](#) children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

10.3 EXCLUSIONS FROM INCOME

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

- A. Income from employment of children (including foster children) under the age of 18 years;

- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The amount of student financial assistance paid directly to the student or to the educational institution for tuition. For Section 8, any financial assistance, in excess of amounts received for tuition (*see definition of Tuition in Glossary*), that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member

of the SOUTH PORTLAND Housing Authority's governing board. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts). This specifically includes temporary income payments from the U.S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment;
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to Volunteers under the Domestic Volunteer Services Act

of 1973 (42 U.S.C. 5044(f)(1)), 5058);

- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
- g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds from gaming operations regulated by the Commission;
- h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition (*see definition of Tuition in Glossary*) and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if that individual is over the age of 23 with dependent children (Pub. L. 109-115, section 237) (as amended);
- i. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(g));
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1728);

- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(l));
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- p. Any allowance paid under the provisions of 38 U.S.C. 1883(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
- s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1780(e), including reduced-priced lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- t. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f (b));
- u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
- v. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25

U.S.C. 4103 (9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;

- w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class-action Settlement Agreement in the case entitled *Elouise Cobell et al.v. Ken Salazar et al.*, 816F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the claims Resolution Act of 2010 (Pub. L. 111-291);
- x. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from income of Payments under Recent Tribal Trust Settlements: (25 U.S.C. 117b(a)); and
- z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).
- aa. ABLÉ accounts created under the Achieving a Better Life Experience Act of 2014 (ABLE Act) are excluded from the calculation of both income and assets. The South Portland Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

10.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Un-reimbursed medical expenses of any elderly family or disabled family; and
 - 2. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a

person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.

D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

E. Earned Income Disallowance for Persons with Disabilities

This disallowance applies only to individuals in families already participating in the HCV program (not at admission). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

This is often referred to as the Earned Income Disregard.

Individuals determined eligible for the disallowance of earned income on May 8, 2016 or later, are limited to a lifetime 24-month period. During the initial consecutive 12-month exclusion period, the full amount (100%) of any increase in income attributable to new employment or increased earnings is excluded. During the second consecutive 12-month exclusion period, the exclusion is reduced to half (50%) of any increase in income attributable to employment or increased earnings.

Individuals that are determined eligible for the disallowance of earned income prior to May 8, 2016 are limited to a lifetime 48-month period. During the initial 12-month exclusion period, the full amount (100%) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive. During the second 12-month exclusion period, the exclusion is reduced to half (50%) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive. The disallowance only applies for a maximum of twelve months of the 100% exclusion and 12 months of the 50% exclusion.

10.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

A. If a Section 8 participant receives a letter or notice from HUD concerning the amount

or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.

- B. The Director of Housing Programs shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the SOUTH PORTLAND Housing Authority shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the SOUTH PORTLAND Housing Authority shall do one of the following:
 - 1. Immediately collect the back over paid assistance paid by the agency, which amount shall be due and payable in full within 30 days and failure to pay in full within 30 days shall be grounds for termination of the resident's Section 8 voucher;
 - 2. Terminate the participant from the program for failure to report income; or
 - 3. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency through court or other action.

10.6 REPAYMENT AGREEMENTS

Participants will be required to repay SOUTH PORTLAND Housing Authority within 30 days if they were charged less rent than required by HUD's rent formula due to the families underreporting or failure to report income. The SOUTH PORTLAND Housing Authority, in its sole discretion, may allow current participants to enter into Repayment Agreement that extends beyond 30 days.

SOUTH PORTLAND Housing Authority will not enter into a Repayment Agreement with an applicant that currently owes rent or other amounts to the SOUTH PORTLAND Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act. Applicants who owe rent or other amounts to SOUTH PORTLAND Housing Authority or another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act shall be determined ineligible for admission.

10.7 COOPERATING WITH WELFARE AGENCIES

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

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.

- B. To provide written verification to the SOUTH PORTLAND Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.0 VERIFICATION

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

11.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

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

1. Up-front Income Verifications (UIV)

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

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)**
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (IRS) Letter 1722**
- f. **Private sector databases (e.g. The Work Number)**

The South Portland Housing Authority will use additional UIV resources as they become

available. This will be done before, during and/or after examinations and /or re-examinations of household income as appropriate.

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

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

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

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

2. Third –Party Written Verifications

An original or authentic document generated by a third-party source dated within the 120- day period preceding the reexamination or the Housing Authority request date. Such documentation may be in the possession of the participant (or applicant) and is commonly referred to as participant provided documents. It is the HUD's position that such participant provided documents are written third party verification since these documents originated from a third party source. The Housing Authority may, at its discretion, reject any participant provided documents and follow up directly with the source to obtain necessary verification of information.

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

The Housing Authority will obtain at least 4 weeks of current and consecutive pay stubs for determining annual income from wages. For new sources or when 4 weeks of current and consecutive pay stubs are not available, the Housing Authority will project income based on the information from a traditional written third party

verification form or the best available information.

Third-party written verifications may also be used to supplement Up-front Income Verifications.

The SOUTH PORTLAND Housing Authority will allow one (1) week for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications

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

The SOUTH PORTLAND Housing Authority will allow five (5) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV, written and oral third party verifications are not available within the one (1) week and five (5) business-days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the one (1) week and five (5) business-days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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

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

The SOUTH PORTLAND Housing Authority will use additional UIV resources as they become available.

11.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the SOUTH PORTLAND Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail. HUD's Enterprise Income Verification (EIV) will be checked first for all residents.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	N/A	Social Security card or original document issued by a federal or state government agency which contains the name, SSN, and other identifying information of the individual
Citizenship	N/A	Signed certification, a valid U.S. Passport, birth certificate, etc...
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from a doctor or other medical professional, SSI, etc...	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any other document(s) evidencing enrollment
Need for a live-in aide	Letter from a doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc...	Bills and records of payment
Medical expenses	Letters from providers, prescription records from pharmacy, doctor or other medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls A card with the words

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Medicare Discount Card Medicare Discount Benefit		“Medicare Approved” on it Individual receipts if the pre-discount cost is included; a comparison of receipts before and after the application of the discount; other information provided by the pharmacy supplying the prescription; or if nothing else is available, an imputed value of \$48.17 per prescription.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	EIV, Work number or letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	EIV or letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program 	N/A

11.2 (a) EIV- ENTERPRISE INCOME VERIFICATION

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All applicants will be checked on the Enterprise Income Verification (EIV) system when offered housing. We will check the following reports: Existing Tenant Search and Multiple Subsidy Report. These reports will:

1. Confirm your name, date of birth and social security number.
2. Confirm that you are not receiving rental assistance at another address.
3. Show if you owe an outstanding debt to any housing authority.
4. Show any negative status if you moved out of a subsidized unit in the past.

The information will be used to determine your eligibility for rental assistance at the time of application. The purpose of EIV is to identify and prevent fraud within HUD rental assistance programs. The consent you sign at application gives SPHA permission to check your status on the EIV system.

Once you are on the program, we will continue to check EIV at recertification and any time that you have an interim change or back charge. We will also check the following reports on a monthly basis: Multiple Subsidy Report, Identity Verification Report, Failed EIV Pre-Screening Report, Failed Verification Report, Deceased Tenant Report and New

Hires Report. At recertification time, we will check the following reports: Income Report, Income Discrepancy Report and No Income Report. Whether or not an admission is homeless will be noted in the 50058.

11.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The SOUTH PORTLAND Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The SOUTH PORTLAND Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the SOUTH PORTLAND Housing Authority will mail information to the INS so a manual check can be made of INS records.

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

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

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

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

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

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

11.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

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

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

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

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

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

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

11.5 TIMING OF VERIFICATION

Verification must be dated within sixty (60) calendar days for new applicants and one hundred twenty (120) days for reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

11.6 FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

12.0 RENT AND HOUSING ASSISTANCE PAYMENT

12.1 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable.

Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 calendar days before the contract anniversary date there is a 10% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

12.2 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, type, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

The Housing Authority has hired Rentellect as our contractor to maintain current survey information on rental units in the jurisdiction. Rentellect will also obtain from landlord associations and management firms the value of the array of amenities.

Rentellect will establish minimum base rent amounts for each unit type and bedroom size. To the base the Rentellect will be able to add or subtract the dollar

value for each characteristic and amenity of a proposed unit.

Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable Rentellect to establish a higher value.

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

12.3 *MAXIMUM SUBSIDY*

The payment standard adopted by the SOUTH PORTLAND Housing Authority or one over 110% of the Fair Market Rent that has been approved by HUD determines the maximum subsidy for a family.

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

12.3.1 Setting the Payment Standard

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The SOUTH PORTLAND Housing Authority will review its determination of the payment standard annually after publication of the FMRs. All revisions shall occur within three months of HUD's publication of any change in the FMR if the payment standard is no longer within the acceptable range. The SOUTH PORTLAND Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

The payment standard will be established on a jurisdiction-wide basis or a zip code (Small Area Fair Market Rent (SAFMR) basis). Based on HUD requirements, the South Portland Housing Authority will be using a jurisdiction-wide FMR.

Even if the SOUTH PORTLAND Housing Authority is using a jurisdiction-wide payment standard, it can establish a zip code specific exception payment standard within the 90% to 110% band if circumstances warrant it merely by notifying HUD at SAFMRs@hud.gov. If done, the exception payment standard will apply to all property within the affected zip code.

The SOUTH PORTLAND Housing Authority may establish a higher payment standard of up to 120% of the FMR without HUD approval, if requested as a reasonable accommodation by a family that includes a person with a disability. The payment standard for a family including a disabled person can exceed 120% if requested as a reasonable accommodation and if prior approval is received from HUD. The higher payment standard will only be implemented after documenting in the participant's file that:

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

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

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

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

12.3.2 Selecting the Correct Payment Standard for a Family

- A. For the housing choice voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard on the effective date of the HAP contract. Families who have between issued a voucher where the search time may extend past the effective date of a new payment standard shall be informed of both the old and new payment standards once the amount of the new payment standard has been determined.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

12.3.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when housing choice voucher holders are having trouble finding housing for lease under the program, the Housing Authority may establish an exception payment standard up to and including 110% of a HUD-approved zip code FMR on its own simply by notifying HUD at SAFMRs@hud.gov. If the SOUTH PORTLAND Housing Authority exercises this option it shall apply to both the tenant-based and Project-Based programs.

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

12.4 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

- 1. 10% of the family's monthly income
- 2. 30% of the family's adjusted monthly income
- 3. The Minimum rent

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

B. Minimum Rent.

The SOUTH PORTLAND Housing Authority has set the minimum rent as \$50.00. However, if the family requests a hardship exemption, the SOUTH PORTLAND Housing Authority may suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension may continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family may not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - b. When the family would be evicted because it is unable to pay the minimum rent;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - d. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent

will not be imposed for a period of 90 calendar days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Rent for Families under the Non-citizen Rule

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

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

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

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

12.5 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable television), for cost of tenant-supplied refrigerators and

ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

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

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

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

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

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

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

12.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. A housing assistance payment is considered made upon being mailed by the SOUTH PORTLAND Housing Authority.

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

12.7 CHANGE OF OWNERSHIP

The SOUTH PORTLAND Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the

SOUTH PORTLAND Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the SOUTH PORTLAND Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Signed transfer of ownership form; and
- B. Tax Identification Number or Social Security Number.

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

13.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS

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

The SOUTH PORTLAND Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the SOUTH PORTLAND Housing Authority will only schedule one more inspection. If the family misses two inspections, the SOUTH PORTLAND Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

13.1 TYPES OF INSPECTIONS

There are seven types of inspections the SOUTH PORTLAND Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to ensure that the unit passes HQS before assistance can begin.
- B. Biennial Inspection - An inspection (conducted every other year) to determine that the unit continues to meet HQS.

- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection – If requested by the tenant or landlord. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).

13.2 OWNER AND FAMILY RESPONSIBILITY

- A. Owner Responsibility for HQS
 - 1. The owner must maintain the unit in accordance with HQS.
 - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the SOUTH PORTLAND Housing Authority will take prompt and vigorous action to enforce the owner obligations. The SOUTH PORTLAND Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
 - 3. The SOUTH PORTLAND Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the SOUTH PORTLAND Housing Authority and the SOUTH PORTLAND Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any SOUTH PORTLAND Housing Authority approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next rent check. If three (3) consecutive checks are abated, the assistance shall be cancelled.
 - 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the SOUTH PORTLAND Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.
- B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the resident;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the participant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any SOUTH PORTLAND Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the SOUTH PORTLAND Housing Authority will take prompt and vigorous action to enforce the family obligations. The SOUTH PORTLAND Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.
4. The resident agrees not to remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason.

13.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

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

A. Sanitary Facilities

1. Performance Requirement

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

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

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

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

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

C. Space and Security

1. Performance Requirement

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

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

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

2. Acceptability Criteria

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

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants.

The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

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

2. Acceptability Criteria

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

G. Radon

1. Performance Requirement

a. Testing as required by Sec. 2.14 MRSA §6030-D.

By March 1, 2014, and, unless a mitigation system has been installed in that residential building, every 10 years thereafter when requested by a tenant, a landlord or other person who on behalf of a landlord enters into a lease or tenancy at will agreement for a residential building shall have the air of the residential building tested for the presence of radon.

A test requirement to be performed under this section must be conducted by a person registered with the Department of Health and Human Services, pursuant to the Radon Registration Act, MRS Title 22, Chapter 165.

b. Notification as required by Sec. 2.14 MRSA §6030-D.

The State of Maine has developed a disclosure statement for landlord or lessors to give to each tenant, which informs the tenant about radon and its risks.

The tenant will have to sign an acknowledgement that they have received this disclosure.

If a rental building/apartment/unit has high radon, and the landlord chooses not to mitigate, the tenant can terminate the lease when they give at least 30 day notice.

If a rental building/apartment/unit has high radon and the landlord chooses not to mitigate, the landlord can terminate the lease when they give at least 30 day notice.

A tenant can request a re-test of radon in the building 10 years after the building was last tested.

If a landlord or person acting on behalf of a landlord does not provide the required radon notification, it is a breach of the implied warranty of fitness for human habitation in accordance with MRSA Section 6021.

Landlords must report radon testing results to the State of Maine.

2. Acceptability Criteria

Before the execution of the lease, the owner is required to disclose any knowledge of radon to all prospective residents. The SOUTH PORTLAND Housing Authority will keep a copy of the testing results and radon disclosure notice executed by the owner and the resident.

H. Interior Air Quality

1. Performance Requirement

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

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

I. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

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

J. Lead-based Paint

1. Performance Requirement

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

2. Acceptability Criteria

The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six (6) years of age, excluding zero bedroom dwellings.

During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under six (6) years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which residents must pass to gain access to the unit and areas frequented by resident children under six years of age, including play areas and child care facilities.

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

K. Access

1. Performance Requirement

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

L. Site and Neighborhood

1. Performance Requirement

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

2. Acceptability Criteria

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

M. Sanitary Condition

1. Performance Requirement

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

2. Acceptability Criteria

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

N. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

c. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

O. Carbon Monoxide Detectors

1. Performance Requirements

The dwelling unit must have a Carbon Monoxide Detector as required by Sec. 7.25 MRSA §2468.

2. Acceptability Criteria

The dwelling unit must have a Carbon Monoxide Detector which is powered both by the electrical service in the building or dwelling and by battery. "Powered by the electrical service" means either plugged into an electrical outlet or hardwired.

13.4 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES

A. Exempt Units

The following units are exempt from this policy as it relates to lead-based paint requirements:

1. Units built after December 31, 1977;
2. Zero (0) bedroom and Single Room Occupancy (SRO) units;
3. Housing built for the elderly or persons with disabilities, unless a child of under age six (6) resides or is expected to reside in such housing;
4. Properties for which a paint inspection was completed in accordance with the new regulations that became effective on September 15, 2000, and are certified to have no lead-based paint;
5. Properties in which all lead-based paint was identified, was removed, and that received clearance in accordance with the new regulations which became effective on September 15, 2000.

B. Non-Exempt or Covered Units

For dwellings built before January 1, 1978, and occupied or to be occupied by assisted families with one or more children under age six (6), lead-based paint requirements apply to:

1. The unit interior and exterior paint surfaces associated with the assisted unit: and
2. The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six (6) such as play areas, and child care facilities. Common areas also include garages and fences on the assisted property.

Owners of units to be or that are assisted have the responsibility to:

1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
2. Provide all prospective families with a copy of Protect Your Family From Lead in Your Home or other EPA approved document;
3. When necessary, perform paint stabilization to correct deteriorated paint;
4. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);

5. Conduct lead hazard reduction activities when required by the SOUTH PORTLAND Housing Authority;
6. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
7. Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking the occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Before the execution of the lease the owner is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978 to all prospective residents. The SOUTH PORTLAND Housing Authority will keep a copy of the disclosure notice executed by the owner and resident in the participant's file. The owner will keep the original disclosure notice and forward a copy of the notice to the SOUTH PORTLAND Housing Authority.

D. Qualified Inspector

An HQS inspector may conduct the inspection or other party designated by the SOUTH PORTLAND Housing Authority. All inspectors must have been trained in visual assessment in accordance with procedures established by HUD.

E. Visual Assessment for Deteriorated Paint

The SOUTH PORTLAND Housing Authority during the conduct of initial, annual and any special inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age. The SOUTH PORTLAND Housing Authority will conduct a visual inspection for deteriorated paint surfaces at these locations:

1. All unit interior and exterior painted surfaces associated with the assisted unit; and
2. Common areas such as common hallways, access and egress areas, playgrounds, child-care facilities, or other areas including fences and garages frequented by children under age six.

F. Stabilization of Deteriorated Paint Surfaces

When the HQS Inspector or other designated party identifies deteriorated paint surfaces (defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture), the SOUTH PORTLAND Housing Authority will notify and require the owner to perform stabilization of the surfaces within thirty (30) calendar days of the notification by the SOUTH PORTLAND Housing Authority's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with the SOUTH PORTLAND Housing Authority's paint stabilization differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are differentiated characterized as above or below de minimis levels.

De minimis deteriorated paint surfaces are exceeded when one of the following occurs:

1. 20 square feet on exterior surfaces;
2. 2 square feet on an interior surface in a single room or interior space; or
3. 10 percent of individual small components (e.g., windowsills) on the interior or exterior.

Owners must perform paint stabilization on all deteriorated paint surfaces. Paint stabilization is defined as:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and
3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;
4. Abrasive blasting or sandblasting with HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will result in the disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

In addition, in order to be in compliance with HUD lead-based paint requirements if the deteriorated paint surface exceeds the de minimis level, the owner must:

1. Conduct all stabilization activities with trained staff;
2. Employ acceptable methods for preparing the surface to be treated, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction;
3. Not dry sand or dry scrape within one (1) square foot of electrical outlets;
4. Protect the occupants and their belongings from contamination;
5. Notify the occupants within fifteen (15) calendar days of stabilization activity and provide the results of the clearance examination.

Clearance Activities:

The SOUTH PORTLAND Housing Authority will be responsible for clearance activities. All clearance activities will be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

The SOUTH PORTLAND Housing Authority will pay for the costs of the first clearance examination. If further clearance examinations are required, the owner is responsible to cover the costs of subsequent tests.

The owner must provide the SOUTH PORTLAND Housing Authority with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

Below de minimis deteriorated paint surfaces:

If the amount of deteriorated paint is below the de minimis level, owners will not be required to perform lead-safe work practices and clearance, but owners must perform paint stabilization as follows:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and

3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;
4. Abrasive blasting or sandblasting with HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, results in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

Clearance Activities:

The owner must provide the SOUTH PORTLAND Housing Authority with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

G. Requirements for Children with Elevated Blood Lead Level

Should the SOUTH PORTLAND Housing Authority receive information regarding an elevated blood lead level child under age six from the family, owner, or other sources not associated with the medical health community, the SOUTH PORTLAND Housing Authority will immediately verify the information with a public health department or other medical health care provider.

If either the public health department or agency medical health care provider provides verification that the child has an elevated blood lead level, the SOUTH PORTLAND Housing Authority will complete an environmental investigation of the unit and common areas servicing the unit in accordance with program requirements. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If the SOUTH PORTLAND Housing Authority receives a report of an elevated blood lead level child from any source other than the public health department, the SOUTH

PORTLAND Housing Authority will notify the public health department with five (5) working days.

The PHA shall report each confirmed case of a child with an elevated blood lead level to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified.

HUD has defined elevated blood lead level as a one measured through a venous (i.e., from a vein) blood draw, or two capillary blood specimens, drawn within 12 weeks of each other, both with elevated lead concentration equal or greater than 5 micrograms per deciliter.

H. Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards within thirty (30) calendar days (or date specified by the SOUTH PORTLAND Housing Authority if an extension is granted for exterior surfaces).

Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. The appropriate method of correction will be identified in the risk assessment.

Hazard reduction will be considered complete by the SOUTH PORTLAND Housing Authority when a clearance examination has been completed and the report indicates that all identified hazards have been treated and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete.

The owner must notify all building residents of any hazard reduction activities within fifteen (15) calendar days of completion of activities.

Like paint stabilization compliance, when the SOUTH PORTLAND Housing Authority receives the owner's certification, this will signal compliance with lead hazard reduction activities.

Failure by the owner to complete hazard reduction activities (including clearance) within thirty (30) calendar days (or later if the SOUTH PORTLAND Housing Authority grants an extension for exterior surfaces) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when the SOUTH PORTLAND Housing Authority notifies the owner, the unit may not be reoccupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

13.5 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The SOUTH PORTLAND Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the SOUTH

PORTLAND Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Adequate heat shall be considered to be 68 degrees.
- C. In units where the resident must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

13.6 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The SOUTH PORTLAND Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify the SOUTH PORTLAND Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.7), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 calendar days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the SOUTH PORTLAND Housing Authority will abate payment and terminate the contract in accordance with Sections 12.8 and 17.0.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the SOUTH PORTLAND Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0.

C. Time Frames for Corrections

1. Emergency and life-threatening repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency/non life-threatening items must be completed within 10 calendar days of the initial inspection.
4. For major repairs, the owner will have up to 30 calendar days to complete.

D. Extensions

At the sole discretion of the SOUTH PORTLAND Housing Authority, extensions of up to 30 calendar days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 calendar days after the initial inspection date, the SOUTH PORTLAND Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

13.7 EMERGENCY AND LIFE-THREATENING FAIL ITEMS

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

- A. Gas (natural or liquid petroleum) leak or fumes. A life-threatening condition under this standard is one of the following: (a) A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking; or (b) a strong gas odor detected with potential for explosion or fire, or that results in health risk if inhaled.
- B. Electrical hazards that could result in shock or fire. A life-threatening condition under this standard is one of the following: (a) A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed; (b) a light fixture is hanging by its wires; (c) a light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day to day use of the unit; (d) a receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed; (e) a receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wires are exposed; (f) an open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses; (g) a cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections; (h) any nicks, abrasions, or fraying of the insulation that expose conducting wire; (i) exposed bare wires or electrical connections; (j) any condition that results in openings in electrical panels or electrical control device enclosures; (k) water leaking or

ponding near any electrical device; or (l) any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition.

- C. Inoperable or missing smoke detector. A life-threatening condition under this standard is one of the following: (a) the smoke detector is missing; or (b) the smoke detector does not function as it should.
- D. Interior air quality. A life-threatening condition under this standard is one of the following: (a) the carbon monoxide detector is missing; or (b) the carbon monoxide detector does not function as it should.
- E. Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting. A life-threatening condition under this standard is one of the following: (a) The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gases; (b) a gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside; (c) a fuel fired space heater is not properly vented or lacks available combustion air; (d) a non-vented space heater is present; (e) safety devices on a fuel fired space heater are missing or damaged; or (f) the chimney or venting system on a fuel fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged which may cause improper or dangerous venting of gases.
- F. Lack of alternative means of exit in case of fire or blocked egress. A life-threatening condition under this standard is one of the following: (a) Any of the components that affect the function of the fire escape are missing or damaged; (b) stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency; or (c) the building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency.
- G. Other interior hazards. A life-threatening condition under this standard is a fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired.
- H. Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age. This is a life-threatening condition only for the purpose of a condition that would prevent a family from moving into the unit. All lead hazard reduction requirements in 24 CFR part 35, including the timeline for lead hazard reduction procedures, still apply.
- I. Any other condition subsequently identified by HUD as life-threatening in a notice published in the Federal Register. HUD will notify the SOUTH PORTLAND Housing Authority if such changes are made.

- J. No hot or cold water.
- K. No electricity.
- L. Inability to maintain adequate heat.
- M. Major plumbing leak.

- N. Broken lock(s) on first floor doors or windows.
- O. Broken windows that unduly allow weather elements into the unit.

- P. Unusable toilet when only one toilet is present in the unit.
- Q. Security risks such as broken doors or windows that would allow intrusion.

- R. Other conditions which pose an immediate threat to health or safety.

13.8 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated as of the first day of the next month.

If the corrections of deficiencies are not made the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the SOUTH PORTLAND Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For participant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The participant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the SOUTH PORTLAND Housing Authority will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

HAP contracts will be terminated after giving the owner thirty (30) calendar days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

14.1 RECERTIFICATION

14.1.1 CHANGES IN LEASE OR RENT

If the participant and owner agree to any changes in the lease, all changes must be in

writing, and the owner must immediately give the SOUTH PORTLAND Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the SOUTH PORTLAND Housing Authority of any changes in the amount of the rent at least sixty (60) calendar days before the changes go into effect. Any such changes are subject to the SOUTH PORTLAND Housing Authority determining them to be reasonable.

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

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

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

14.1 ANNUAL REEXAMINATION

At least annually (once every 12 months) the SOUTH PORTLAND Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The SOUTH PORTLAND Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and to set an appointment.

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

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

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 calendar days notice of any rent increase to the family. If the family's HAP contract is effective after the first of the month, the next reexamination is due one year later, effective the first of the previous month.

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

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

14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SOUTH PORTLAND Housing Authority taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the SOUTH PORTLAND Housing Authority within ten (10) business days between regular reexaminations. The following changes will require an interim reexamination:

- A. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment.
- B. The family's income cumulatively increases by \$200 or more per month.
- C. Decreases in allowable expenses (i.e. medical expenses, childcare, etc.)
- D. Changes in assets (including the receipt of a lump-sum payment).
- E. Changes in full-time student status for any adult household member.
- F. A member has been added to the family through birth or adoption or court-awarded custody.
- G. A household member is leaving or has left the family unit.
- H. Family break-up

In circumstances of a family break-up, the SOUTH PORTLAND Housing Authority will make a determination of which family member will retain the

housing choice voucher, taking into consideration the following factors:

1. To whom the housing choice voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

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

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

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

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

When a family reports changes in child support payments where payment intervals or amounts are irregular, our office uses a monthly average of the most recent six (6) calendar months of payment history provided (if available). If payment history reflects regular intervals and amounts, our office will anticipate the payments will remain regular.

When a family reports child support payments have stopped and payments are not anticipated, at least two (2) calendar months must have elapsed since last payment, before the income is to be excluded.

When a family reports child support payments have resumed for at least two (2) calendar months, our office considers the recent payment history received. If payment intervals or amounts are irregular, our office uses a monthly average of the payment history provided. If payment history reflects a return to regular intervals and amounts, our office will anticipate the payment will remain regular.

Decreases in other income “for any reason” for less than 4 consecutive weeks will not constitute a rent adjustment.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the SOUTH PORTLAND Housing Authority may schedule special reexaminations as frequently as every thirty (30) calendar days until the income stabilizes and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

Any rent decrease will be effective the first of the month following the change in circumstances, provided the Housing Authority has received all third party verification(s), documentation(s) by the twentieth (20th) of the month preceding the decrease.

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

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

14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

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

15.1 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE SOUTH PORTLAND HOUSING AUTHORITY

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

- A. If the family violates any family obligations under the program;
- B. If the family was evicted from housing assisted under the Section 8 program for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the SOUTH PORTLAND Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- E. Have a household member whose pattern of illegal drug use interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. The members of the household may not engage in drug-related criminal activity, other violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The use of medical marijuana is included in this ban.
- F. Have a household member interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;

- H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;
- I. If any member of the family commits drug-related or criminal activity in violation of Section 3.3 of this Administrative Plan and 24 CFR 982.551;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who violates any family obligations under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last three (3) years;
- N. Have a family member that SOUTH PORTLAND Housing Authority has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- P. Currently owes rent or other amounts to the SOUTH PORTLAND Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- Q. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- R. Have breached an agreement with SOUTH PORTLAND Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- S. Currently owes a Section 8 landlord for rent, damages to the unit, or other amounts owed by the family under the lease;
- T. If a family participating in the Family Self-Sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
- U. Have engaged in or threatened abusive or violent behavior towards any SOUTH PORTLAND Housing Authority staff member or resident;

- V. If the housing assistance payment provided by the SOUTH PORTLAND Housing Authority drops to zero and remains at zero for 180 consecutive calendar days the family's assistance terminates automatically; or
- W. Any other grounds identified in 24 CFR 982.310.

For terminating assistance based on any criminal activity, an arrest record, alone, will not serve as sufficient evidence of criminal activity that can support a decision to terminate. Before the SOUTH PORTLAND Housing Authority terminates assistance to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

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

If the SOUTH PORTLAND Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the SOUTH PORTLAND Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have fourteen (14) calendar days to dispute the accuracy and relevance of the record in writing.

The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 22.1 of this Section 8 Administrative Plan, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

The SOUTH PORTLAND Housing Authority will include with every notice of termination to a participant, a notification of their rights under VAWA, including their right to confidentiality and the limits thereof, along with a copy of a HUD-approved certification form.

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

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

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

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

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The SOUTH PORTLAND Housing Authority requires that all complaints be put in writing.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The SOUTH PORTLAND Housing Authority will give an applicant for participation in the Section 8 Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the SOUTH PORTLAND Housing Authority decision. The notice will state that the applicant may request an informal review within 14 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

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

1. A determination of the family unit size under the SOUTH PORTLAND Housing Authority subsidy standards.
2. A SOUTH PORTLAND Housing Authority determination not to approve an extension or suspension of a housing choice voucher term.
3. A SOUTH PORTLAND Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A SOUTH PORTLAND Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A SOUTH PORTLAND Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the SOUTH PORTLAND Housing Authority.

C. Informal Review Process

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

1. The review will be conducted by any person or persons designated by the SOUTH PORTLAND Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the SOUTH PORTLAND Housing Authority decision.
3. The SOUTH PORTLAND Housing Authority will notify the applicant of the SOUTH PORTLAND Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

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

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

If the Housing Authority seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one

year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny assistance. In determining whether to deny assistance for these reasons the SOUTH PORTLAND Housing Authority will consider evidence of whether the household member:

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

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

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

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

16.3 INFORMAL HEARINGS FOR TENANTS

A. When a Hearing is Required

1. The SOUTH PORTLAND Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following SOUTH PORTLAND Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and SOUTH PORTLAND Housing Authority policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the SOUTH PORTLAND Housing Authority utility allowance schedule.

- c. A determination of the family unit size under the SOUTH PORTLAND Housing Authority subsidy standards.
 - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the SOUTH PORTLAND Housing Authority policy and HUD rules.
 - f. Denial of a hardship exemption to the minimum rent requirement.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the SOUTH PORTLAND Housing Authority will give the opportunity for an informal hearing before the SOUTH PORTLAND Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

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

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

8. A determination by the SOUTH PORTLAND Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c) of this Section, the SOUTH PORTLAND Housing Authority will notify the family that the family may ask for an explanation of the basis of the SOUTH PORTLAND Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the SOUTH PORTLAND Housing Authority will give the family prompt written notice that the family may request a hearing within 14 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 14 business days of the notification.

D. Hearing Procedures

The SOUTH PORTLAND Housing Authority and participants will adhere to the following procedures:

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

on request of the SOUTH PORTLAND Housing Authority, the family may not rely on the document(s) at the hearing.

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

2. Representation of the Family

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

3. Hearing Officer

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

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

4. Evidence

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

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within five (5) calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The SOUTH PORTLAND Housing Authority is not bound by a hearing decision:

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

- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the SOUTH PORTLAND Housing Authority determines that it is not bound by a hearing decision, the SOUTH PORTLAND Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

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

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

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, the SOUTH PORTLAND Housing Authority will consider evidence of whether the household member:

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

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

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

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

17.1 TERMINATION OF THE LEASE AND CONTRACT

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

A. Termination of the Lease

1. By the family

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

2. By the owner

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

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

- a. The seriousness of the offending action;
- b. The effect on the community of denial or termination or the failure of the owner to take such action;
- c. The extent of participation by the leaseholder in the offending action;

- d. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;
- e. The demand for assisted housing by families who will adhere to lease responsibilities;
- f. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- g. The effect of the owner's action on the integrity of the program.

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

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

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

- a. The owner may terminate the lease during its term on the following grounds:
 - i. Serious or repeated violations of the terms or conditions of the lease;
 - ii. Violation of Federal, State, or local law that imposes obligations on the participant in connection with the occupancy or use of the unit and its premises;
 - iii. Criminal activity by the household, a guest, or another person under the control of the household (notwithstanding the absence of an arrest or conviction) that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons (including property management staff) residing on the premises or in the immediate vicinity of the premises;

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

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

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

3. By mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the contract

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

2. Termination of the contract by the owner

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

3. Termination of the HAP contract by the SOUTH PORTLAND Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

- c. When the family breaks up and the SOUTH PORTLAND Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- d. The SOUTH PORTLAND Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for all families in the program. The Housing Authority will determine if any other actions can be taken to reduce program costs before terminating any HAP contracts. If the Housing Authority must terminate any HAP contracts, it will be done in the following order:
 - i. Voucher holders that are not in compliance with their repayment agreement.
 - ii. Voucher holders who are not an elderly family, disabled family, or a family with minors or dependents.
 - iii. All others.

For each group above, if the number of terminations needed is less than the voucher holders in that group, then all voucher holders will be placed in a lottery system to determine which vouchers are to be terminated.

- e. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
 - v. If the owner has engaged in drug-related activity or any criminal activity.
- f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates by the owner or an eviction proceeding, or expires on its own terms. The owner may keep the payment for the month in which the family moves out.

18.1 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the SOUTH PORTLAND Housing Authority will regularly (at least annually) review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.

Among the areas that shall have quality control reviews are the following:

- A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.
- B. The determination of rent reasonableness.
- C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. HQS inspections were properly made.
- E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

19.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

19.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the SOUTH PORTLAND

Housing Authority, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

19.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the SOUTH PORTLAND Housing Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the SOUTH PORTLAND Housing Authority or for one year thereafter:

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

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section may be waived by the HUD Field Office upon the request of the SOUTH PORTLAND Housing Authority for good cause.

19.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind.

19.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the SOUTH PORTLAND Housing Authority's Personnel Policy or as determined by action of the Board of Commissioners.

20.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The SOUTH PORTLAND Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the SOUTH PORTLAND Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the SOUTH PORTLAND Housing Authority will expeditiously re-evaluate a resident's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service. If the service extends beyond 180 calendar days, the SOUTH PORTLAND Housing Authority will seek a waiver of the one hundred eighty (180) calendar day limit from HUD.

21.1 ANTI-FRAUD POLICY

The SOUTH PORTLAND Housing Authority is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the SOUTH PORTLAND Housing Authority. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The SOUTH PORTLAND Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the SOUTH PORTLAND Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Terminate the resident's rental assistance;
- C. Refer the case for criminal prosecution; or
- D. Take such other action as the SOUTH PORTLAND Housing Authority deems appropriate.

22.1 VIOLENCE AGAINST WOMEN ACT (VAWA) PROVISIONS RE: DENIAL OR TERMINATION OF ASSISTANCE

The SOUTH PORTLAND Housing Authority is committed to assisting individuals and families who have been victims of domestic violence by ensuring compliance with all aspects of the Violence Against Women Act. VAWA protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation.

SOUTH PORTLAND Housing Authority will not deny participation to an applicant or terminate the assistance of a participant on the basis or as a direct result of the fact that the applicant and/or participant is or has been a victim of domestic violence, dating violence, stalking or sexual assault, as defined below, if the victim of such violence otherwise qualifies for assistance.

SOUTH PORTLAND Housing Authority will not terminate the assistance of a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the SOUTH PORTLAND Housing Authority, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonable believed he or she was imminently threatened by harm from further violence if he or she remained in the unit.

Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, or stalking, that is engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be construed as serious or repeated lease violations by the victim and will not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an *affiliated individual* of the tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

SOUTH PORTLAND Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault or stalking to family members or affiliated individuals without terminating the assistance or evicting the victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault or stalking to family members or others without evicting other victimized lawful occupants. This is also true even if the household member is not a signatory of the lease. Under VAWA, both the SOUTH PORTLAND Housing Authority and the owner or property manager are granted the authority to bifurcate the lease. The VAWA victim must be the one who retains the assistance.

There is no limitation on the ability of the Housing Authority to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking. This is provided that neither subjects such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights.

There is no prohibition on the owner evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Nothing in this Section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, stalking or sexual assault.

All information provided under VAWA, including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault, shall be retained in confidence by SOUTH PORTLAND Housing Authority and shall not be entered into any shared database or provided to any related entity except to the extent that disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding; or
- C. Otherwise required by applicable law.

SOUTH PORTLAND Housing Authority will provide all applicants and participants with notification of their rights under VAWA, including their right to confidentiality and the limits thereof, along with a copy a HUD prescribed Notice of Occupancy Rights and HUD-approved certification form at the time of full application, voucher

issuance/admission, annual recertification, notice of denial of assistance and notice of termination of assistance. In addition, SOUTH PORTLAND Housing Authority shall make an adopted Emergency Transfer Plan and Emergency Transfer Request available upon request. The SOUTH PORTLAND Housing Authority shall keep a record of all emergency transfer requests requested under the Emergency Transfer Plan and the outcome of these requests for three years.

SOUTH PORTLAND Housing Authority will provide owners and managers with information about their rights and obligations under VAWA using the Tenancy Addendum.

22.1 *INCIDENTS OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING OR SEXUAL ASSAULT*

In responding to an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault, South Portland Housing Authority will require that an individual making the claim document the abuse. The Authority will make the request for documentation in writing, and allow the individual 14 business days after receipt of the request to submit the documentation. The Authority may extend this time period at its discretion. The individual may satisfy the Authority's request by providing any one of the following three forms of documentation:

1. A written certification, on the HUD-approved certification form, that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim
2. A federal, state, tribal, territorial, or local police report or court record describing the incident or incidents in question
3. Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the professional's belief that the incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim must also sign the documentation under penalty of perjury.

The Authority may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below in cases of conflicting documentation, nor may it require certification in addition to third-party documentation.

In cases where the Authority receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) and in accordance with any HUD guidance as to how such determinations shall be made. The Authority must honor any court orders issued to protect the victim or to address the distribution of property.

If the individual does not provide the certification within the 14 business days after receipt of the request to submit the documentation, nothing in this Section may be construed to limit the authority of a landlord to evict, or South Portland Housing Authority to terminate the tenancy or occupancy rights for, any tenant or lawful occupant that commits violations of a lease. South Portland Housing Authority may extend the 14 day deadline at its discretion.

Nothing in this subsection shall be construed to require South Portland Housing Authority to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive any of the benefits provided in this section. At its discretion, South Portland Housing Authority may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

If the family break-up results from an occurrence of domestic violence, dating violence, stalking or sexual assault, the Housing Authority will ensure that the victim retains assistance. The factors to be considered in making this decision include:

1. Whether the assistance should remain with family members remaining in the original assisted unit.
2. The interest of minor children or of ill, elderly or disabled family members.
3. Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, stalking or sexual assault.
4. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, stalking or sexual assault, and whether the abuser is still in the household.

23.1 PROJECT-BASED HOUSING VOUCHERS

The SOUTH PORTLAND Housing Authority has determined that project-basing some of its housing vouchers (not to exceed 20% of our authorized housing choice voucher units plus other federally favored units as described below) is in the community's interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements. VASH and Family Unification Program vouchers can be project-based without additional HUD approval. The SOUTH

PORTLAND Housing Authority has decided to use its jurisdiction-wide FMR's for its project-based vouchers.

The 20% cap can be increased by an additional 10% in the following circumstances:

- A. The units are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302), and contained in the Continuum of Care Interim Rule at 24 CFR 578.3. See <https://www.federalregister.gov/d/2012-17546> and <https://www.federalregister.gov/d/2016-13684>.
- B. The units are specifically made available to house families that are comprised of or include a veteran. A veteran is an individual who has served in the United States armed forces other than those dishonorably discharged.
- C. The units provide supportive housing to persons with disabilities or to elderly persons. The definitions of a person with disabilities and an elderly person are found at 24 CFR 5.403. Supportive housing means that the project makes supportive services available for all of the assisted families in the project and provides a range of services tailored to the needs of the residents occupying such housing. Such services may include (but are not limited to):
 - meal service adequate to meet nutritional need,
 - housekeeping aid,
 - personal assistance,
 - transportation services;
 - health-related services;
 - educational and employment services: or
 - other services designed to help the recipient live in the community as independently as possible.

The SOUTH PORTLAND Housing Authority will include any project based solicitation contemplating the use of this exception a requirement that the available services be listed and described in the response to the solicitation. Such supportive services need not be provided by the owner or on-site, but must be reasonably available to the families receiving PBV assistance in the project. The SOUTH PORTLAND Housing Authority will not require participation as a condition of living in an excepted unit, although such services will be offered.

Note that in accordance with 24 CFR 983.354, with the exception of an assisted living facility, the owner of a PBV project may not require the assisted family to pay charges for meals or supportive services, and non-payment of such charges by the family is not grounds for termination of tenancy. In the case of an assisted living facility (as defined in § 983.3) receiving PBV assistance, owners may charge families for meals or supportive services. These charges may not be included in the rent to owner or the calculation of reasonable rent.

- D The units are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey 5-Year Estimates.

These categories are separate and distinct from exceptions to the income-mixing requirements that limit the number and percentage of units within a particular project to which PBV assistance may be attached (no more than the greater of 25 units or 25 percent of the units), which is discussed later in this Administrative Plan.

If the SOUTH PORTLAND Housing Authority wishes to add PBV units under this exception Authority, the SOUTH PORTLAND Housing Authority will submit all required information to the Field Office, and identify the exception category (or categories) for which the SOUTH PORTLAND Housing Authority will project-base additional units (up to an additional 10 percent above the normally applicable PBV program limitation) and the specific number of units that qualify under the exception category.

PBV units may only be covered by this 10 percent exception Authority if the PBV HAP contract was first executed on or after April 18, 2017.

The 20% cap can be exceeded without limitation for units being converted under the Rental Assistance Demonstration (RAD), HUD-VASH units specifically issued for project basing, units that previously received certain other HUD housing subsidies as described in Notice published in the January 18, 2017 Federal Register, and for others reason that may be established by HUD.

23.1 SELECTION OF PROPERTIES TO PROJECT-BASE

A. Selection Policy

The policies as set forth herein are adopted by the SOUTH PORTLAND Housing Authority for the purpose of administering the Section 8 Project-Based Voucher program.

The SOUTH PORTLAND Housing Authority is willing to accept Project-Based Voucher proposals by either of the following two methods:

1. SOUTH PORTLAND Housing Authority will request Project-Based Voucher Proposals. The SOUTH PORTLAND Housing will not limit proposals to a single site or impose restrictions that explicitly or practically preclude other submissions of proposals for Project-Based Voucher housing on different sites. If criteria number 1 is used a formal Request for Proposals process and package will be used.
2. The selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in

accordance with such program's competitive selection requirements within three years of the Project-Based Voucher proposal selection date. Also, the earlier competitive selection proposal must not have involved any consideration that the project would receive Project-Based Voucher assistance. In this case, the vouchers can be project-based merely on a vote of the Board of Commissioners.

The SOUTH PORTLAND Housing Authority will only use one of the two methods for each project-based unit action. Once a decision to project-base units has been made but before the process begins, the SOUTH PORTLAND Housing Authority will electronically submit required information to HUD (see PIH Notice 2015-05 or successor requirements) at least 14 calendar days before issuing an RFP or selecting based on previous competition.

If the SOUTH PORTLAND Housing Authority will be selecting proposals under A(1) of this section, the SOUTH PORTLAND Housing Authority will issue a Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the project and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The RFP may include all forms of housing or individual forms (e.g., newly constructed housing only).

The SOUTH PORTLAND Housing Authority will advertise the RFP in the PORTLAND PRESS HERALD, which is the newspaper of general circulation for the jurisdiction, once a week for three (3) consecutive weeks. Applicants shall have thirty (30) days from the last date of publication to respond by submitting their applications. Only applications submitted in response to the advertisement will be considered.

The SOUTH PORTLAND Housing Authority will prepare a detailed RFP package outlining;

- Program Requirements to include:
 - (1) ineligible housing types and prohibition of assistance for units in subsidized housing; and
 - (2) program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and
 - (3) housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable; and
 - (4) housing first occupied after January 19, 2017 shall have a broadband infrastructure available to all units.
- Application Requirements;
- Rating and Ranking of Applications; and

- Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the SOUTH PORTLAND Housing Authority adequate time to examine the proposed site before the selection date. For existing housing, the SOUTH PORTLAND Housing Authority will inspect all of the units to determine whether the units substantially comply with the HQS.

After the closing date of the Request for Proposals, the SOUTH PORTLAND Housing Authority will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each project has not been exceeded, and score the proposal.

After the SOUTH PORTLAND Housing Authority staff has made its decision, the Executive Director will present the rating and ranking of proposals, along with the recommended selection based on the scores received to the SOUTH PORTLAND Housing Authority Board of Commissioners for approval.

Prior to the selecting a project based on a previous competition or following a competition where the SOUTH PORTLAND Housing Authority has an ownership interest and is engaged in improving, developing or replacing a public housing property or site, the SOUTH PORTLAND Housing Authority will submit the information required by HUD at least 14 calendar days prior to issuing its RFP.

The SOUTH PORTLAND Housing Authority will give written notification to the successful proposer(s) within five (5) business days of Board approval. Public notice of the selected proposals will be published in the PORTLAND PRESS HERALD, which is the newspaper of general circulation for the jurisdiction. The SOUTH PORTLAND Housing Authority will also notify those proposers that weren't selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.

The SOUTH PORTLAND Housing Authority will make documentation available for public inspection regarding the basis for the SOUTH PORTLAND Housing Authority selection of a Project-Based Voucher proposal.

If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the Executive Director within ten (10) calendar days from the date contained on the denial letter from the SOUTH PORTLAND Housing Authority.

The SOUTH PORTLAND Housing Authority will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing;
- Identification of the RFP being appealed;
- A statement of the reason for appealing;
- Supporting exhibits, evidence, or documents to substantiate any arguments; and
- The form of relief requested.

The SOUTH PORTLAND Housing Authority shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested.

The SOUTH PORTLAND Housing Authority may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the SOUTH PORTLAND Housing Authority Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Executive Director.

If the appeal is not granted, the Executive Director will provide a written decision with justification for the denial of the appeal.

Units Selected Non-Competitively

For certain public housing projects where the PHA has an ownership interest or control, the PHA may attach PBV assistance non-competitively without following one of the two processes above.

This exception applies when the PHA is engaged in an initiative to improve, develop, or replace a public housing property or site. The public housing units may either currently be in the public housing inventory or may have been removed from the public housing inventory within five years of the date on which the PHA entered into the AHAP or HAP.

If the PHA is planning rehabilitation or new construction on the project, a minimum threshold of \$25,000 per unit in hard costs must be expended.

If the PHA plans to replace public housing by attaching PBV assistance to existing housing in which the PHA has an ownership interest or control, then the \$25,000 per unit minimum threshold does not apply as long as the existing housing substantially complies with HQS.

SOUTH PORTLAND Housing Authority will consider a project to “substantially comply” with HQS if all units within the project have passed an HQS or other comparable inspection (i.e. UPCS) within the past 12 months and no known life-threatening violations exist.

The PHA must include in the administrative plan what work it plans to do on the property or site and how many PBV units will be added to the site.

SOUTH PORTLAND Housing Authority intends to project-base its entire portfolio of 346 public housing units non-competitively in order to replace public housing units in projects in which SOUTH PORTLAND Housing Authority has an ownership interest or control at the development which meet the requirements under HOTMA to select units non-competitively. SOUTH PORTLAND Housing Authority does not plan to complete any work on the public housing properties or sites. The existing housing will substantially comply with HQS, which SOUTH PORTLAND Housing Authority defines as units with no life-threatening violations and will pass HQS prior to PBV HAP contract execution.

SOUTH PORTLAND Housing Authority intends to project-base the following units using a non-competitive selection exception:

<u>Address</u>	<u># of Units</u>
375 Preble Street, South Portland	2
268 Preble Street, South Portland	2
832, 834 Broadway, South Portland	2
74 Westbrook Street, South Portland	1
214 Sawyer Street, South Portland	1
25, 27, 29 Kincaid Street, South Portland	3
1012, 1014 Broadway, South Portland	2
58 Cole Street, South Portland	4
836 Sawyer Street, South Portland	3
576, 578 Sawyer Street, South Portland	2
8 Rainbow Avenue, South Portland	4
63 Elmwood Avenue, South Portland	4
55 Hill Street, South Portland	4
8 Free Street, South Portland	4
70 Grandview Avenue, South Portland	4

The above 42 units will be converted to project-based vouchers as part of the Section 18 Scattered Site Disposition process.

<u>Address</u>	<u># of Units</u>
225 Broadway, South Portland	12
231 Broadway, South Portland	12

235 Broadway, South Portland	12
73 Hill Street, South Portland	10
53-60 Landry Circle	8

The above 54 units will be converted to project-based vouchers as part of the Rental Assistance Demonstration program.

<u>Address</u>	<u># of Units</u>
425 Broadway, South Portland	100
1-50 Landry Circle, South Portland	50
1700 Broadway, South Portland	100

The above 250 units will be converted to project-based vouchers as part of the Streamlined Voluntary Conversion process.

B. Requirements for Selection of Project-Base Housing

1. Housing Type

The SOUTH PORTLAND Housing Authority may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the SOUTH PORTLAND Housing Authority selection, the units substantially comply with HQS.

2. Prohibition of Assistance for Ineligible Units

(a) Ineligible Units

The SOUTH PORTLAND Housing Authority will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

- (i) Shared housing;
- (ii) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- (iii) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing;
- (iv) Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;

- (v) Manufactured homes;
- (vi) Cooperative housing; and
- (vii) Transitional housing.

(b) High-rise Elevator Project for Families with Children

The SOUTH PORTLAND Housing Authority will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may be occupied by families with children unless the SOUTH PORTLAND Housing Authority determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The SOUTH PORTLAND Housing Authority will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the housing.

(d) Prohibition Against Selecting a Unit Occupied by an Ineligible Family

The SOUTH PORTLAND Housing Authority will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The SOUTH PORTLAND Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (a) A public housing dwelling unit;
- (b) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);
- (c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- (e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the SOUTH PORTLAND Housing Authority may attach assistance to a unit subsidized with

Section 236 interest reduction payments;

- (f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the SOUTH PORTLAND Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- (h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).
- (i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (j) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- (l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the SOUTH PORTLAND Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

4. Prohibition of Excess Public Assistance

The SOUTH PORTLAND Housing Authority will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The SOUTH PORTLAND Housing Authority will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The SOUTH PORTLAND Housing Authority will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each Project

(a) Greater of 25 or 25 Percent Per Project Cap

The SOUTH PORTLAND Housing Authority will not select a proposal to provide Project-Based Voucher assistance for units in a project or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a project if the total number of dwelling units in the project that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than the greater of 25 units or 25 percent of the number of the dwelling units in the project,

(b) Exception to the Greater of 25 Units or 25 Percent Per Project Cap

In the following instances, Project-Based Voucher units are not counted against the greater of 25 or 25 percent per project cap:

- (i) Units exclusively serving elderly families.
- (ii) Excepted units in a multi family building.

Note: "Excepted units" means units that are specifically made available for qualifying families;

"Qualifying families" means: Elderly or disabled families; or families receiving access to supportive services.

Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency or live in the community as independently as possible and may include:

- (1) *Child care - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;*
- (2) *Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;*
- (3) *Education - remedial education; education for*

completion of secondary or post-secondary schooling;

(4) *Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;*

(5) *Personal welfare - substance/alcohol abuse treatment and counseling;*

(6) *Household skills and management - training in homemaking and parenting skills; household management; and money management;*

(iii) Projects that are in census tracts with a poverty rate of 20 percent or less. In this case, the cap becomes the greater of 25 units or 40%.

(iv) Projects previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD.

6. Site Selection Standards

(a) General Requirements

The SOUTH PORTLAND Housing Authority will not select a proposal for existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP contract for units on the site until the SOUTH PORTLAND Housing Authority has determined that:

(i) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities as outlined in the SOUTH PORTLAND Housing Authority Annual and Five-Year Plan and this Administrative Policy. In making this determination, the SOUTH PORTLAND Housing Authority will utilize the following factors:

(1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(2) Whether a Project-Based Voucher development will be located in a census tract where the concentration

of assisted units will be or has decreased as a result of public housing demolition;

- (3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;
 - (4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
 - (5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
 - (6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;
 - (7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.
- (ii) The site is suitable from the standpoint of facilitating and furthering full compliance with applicable Civil Rights statutes and regulations, including the requirement that the site meet the Section 504 site selection requirements described in 24 FR 8.4(b)(5).
 - (iii) The site meets the HQS site requirements at 24 CFR 982.401(1).

(b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The SOUTH PORTLAND Housing Authority will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

- (i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

- (ii) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (iii) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.
- (iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

- (i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
- (ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- (iii) A project may be located in an area of minority concentration only if:
 - (1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside area of minority concentration; or
 - (2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

Note: "Sufficient" does not require that in every locality

there be an equal number of assisted units within and outside of areas of minority concentration. Rather, application of this standard should produce a reasonable distribution of assisted units each year so that, over a period of several years, it will approach an appropriate balance of housing choices within and outside areas of minority concentration. An appropriate balance will be determined in light of local conditions affecting the range of housing choices available for low-income minority families and in relation to the racial mix of the locality's population.

Units will be considered "comparable opportunities" if they have the same household type (elderly, disabled, family, large family) and tenure type (owner/renter); require approximately the same tenant contribution towards rent, serve the same income group, are located in the same housing market, and are in standard condition.

Application of the "comparable opportunities" standard involves assessing the overall impact of HUD-assisted housing on the availability of housing choices for low-income minority families in and outside areas of minority concentration, and must take into account the extent to which the following factors are present, along with other factors relevant to housing choice:

- (A) A significant number of assisted housing units are available outside areas of minority concentration.*
- (B) There is significant integration of assisted housing projects constructed or rehabilitated in the past 10 years, relative to the racial mix of the eligible population.*
- (C) There are racially integrated neighborhoods in the locality.*
- (D) Programs are operated by the locality to assist minority families that wish to find housing outside areas of minority concentration*
- (E) Minority families have benefited from local activities (e.g., acquisition and write-down*

of sites, tax relief programs for homeowners, acquisitions of units for use as assisted housing units) undertaken to expand choice for minority families outside of areas of minority concentration.

- (F) A significant proportion of minority households have been successful in finding units in non-minority areas under the tenant-based assistance programs.*
- (G) Comparable housing opportunities have been made available outside areas of minority concentration through other programs.*

Application of the “overriding housing needs” criterion, for example, permits approval of sites that are an integral part of an overall local strategy for the preservation or restoration of the immediate neighborhood and of sites in a neighborhood experiencing significant private investment that is demonstrably improving the economic character of the area (a “revitalizing area”). An “overriding housing need,” however, may not serve as the basis for determining that a site is acceptable, if the only reason the need cannot otherwise be feasibly met is that discrimination on the basis of race, color, religion, sex, national origin, age, familial status, or disability renders sites outside areas of minority concentration unavailable or if the use of this standard in recent years has had the effect of circumventing the obligation to provide housing choice.

- (iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- (v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.
- (vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least

equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

- (vii) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers must not be excessive.

7. Environmental Review

The SOUTH PORTLAND Housing Authority will not enter into an Agreement or HAP contract with an owner nor will the SOUTH PORTLAND Housing Authority, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

- (a) The responsible entity (a unit of general local government, a county or a state) has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;
- (b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or
- (c) HUD has performed an environmental review under 24 CFR part 50 and has notified the SOUTH PORTLAND Housing Authority in writing of environmental approval of the site.

The SOUTH PORTLAND Housing Authority will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

8. SOUTH PORTLAND Housing Authority Owned Units

- (a) Selection of SOUTH PORTLAND Housing Authority Owned Units

If the SOUTH PORTLAND Housing Authority selects its own proposal, the HUD field office will review the selection process to determine that the SOUTH PORTLAND Housing Authority units were appropriately selected based on the selection procedures as outlined in this Section 8 Administrative Plan. HUD approval must be received for the arrangements prior to entering into the AHAP for new construction and rehabilitation or prior to selecting existing housing. The information required is outlined in PIH Notice 2015-5.

(b) Inspection and Determination of Reasonable Rent

The SOUTH PORTLAND Housing Authority will have an independent entity approved by HUD perform the following program services:

- (i) Determination of rent to owner as outlined in 23.5(A) and (B). The independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and
- (ii) Inspections as outlined in Section 23.2(F) of this Administrative Plan.

(c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the SOUTH PORTLAND Housing Authority's jurisdiction (unless the SOUTH PORTLAND Housing Authority is itself the unit of general local government or an agency of such government) or another HUD- approved public or private independent entity.

(d) Payment to Independent Entity and Appraiser

The SOUTH PORTLAND Housing Authority will compensate the independent entity and appraiser from the SOUTH PORTLAND Housing Authority's ongoing administrative fee income (including the amounts credited to the administrative fee reserve). The SOUTH PORTLAND Housing Authority will not use other program receipts to compensate the independent entity and appraiser for their services.

The SOUTH PORTLAND Housing Authority, independent entity, and appraiser will not charge the family any fee for the appraisal or the services provided by the independent entity.

23.2 HOUSING QUALITY STANDARDS

The SOUTH PORTLAND Housing Authority will follow the policies as outlined in Section 13.0 Inspection Policies and Housing Quality Standards of this Section 8 Administrative Plan for the Project-Based Voucher Program except when the physical condition standards at 24 CFR 5.703 do not apply to the Project-Based Voucher Program and the lead-based paint requirements at 24 CFR 982.401(j) do not apply to the Project- Based Voucher Program.

A. Inspecting Units

1. Pre-Selection Inspection

(a) Inspection of Site

The SOUTH PORTLAND Housing Authority will examine the proposed site to confirm its appropriateness before the proposal selection date.

2. Inspection of Existing Units

The SOUTH PORTLAND Housing Authority will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. The SOUTH PORTLAND Housing Authority will not execute the HAP contract until the units fully comply with the HQS.

B. Pre-HAP Contract Inspections

The SOUTH PORTLAND Housing Authority will inspect each contract unit before execution of the HAP contract. The SOUTH PORTLAND Housing Authority will not enter into a HAP contract covering a unit until the unit fully complies with the HQS..

C. Turnover Inspections

The SOUTH PORTLAND Housing Authority will inspect the unit before providing assistance to a new family in a contract unit. The SOUTH PORTLAND Housing Authority will not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Regular Inspections

1. At least biennially (every other year) during the term of the HAP contract, the SOUTH PORTLAND Housing Authority will inspect a random sample, consisting of at least 20 percent of the contract units in each

project, to determine if the contract units and the premises are maintained in accordance with the HQS.

Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this biennial inspection requirement.

2. If more than 20 percent of the annual sample of inspected contract units in a project fails the initial inspection, the SOUTH PORTLAND Housing Authority will re-inspect 100 percent of the contract units in the project.

E. Other Inspections

1. The SOUTH PORTLAND Housing Authority will inspect contract units whenever needed to determine that the contract units comply with the HQS, that the owner is complying with the HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The SOUTH PORTLAND Housing Authority will take into account complaints and any other information coming to its attention in scheduling inspections.
2. The SOUTH PORTLAND Housing Authority will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected an HQS violation. Additionally, the SOUTH PORTLAND Housing Authority will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.
3. The SOUTH PORTLAND Housing Authority will include a representative sample of both tenant-based and project-based units in conducting its supervisory quality control HQS inspections.

F. Inspecting SOUTH PORTLAND Housing Authority Owned Units

1. For SOUTH PORTLAND Housing Authority owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the SOUTH PORTLAND Housing Authority jurisdiction (unless the SOUTH PORTLAND Housing Authority is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.
2. The independent entity shall provide a copy of each inspection report to the SOUTH PORTLAND Housing Authority and to the HUD field office where the project is located.
3. The SOUTH PORTLAND Housing Authority will take all necessary

actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (SOUTH PORTLAND Housing Authority).

23.3 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

This section only applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing at a later date.

A. Purpose and Content of the Agreement to Enter into HAP Contract

1. Requirement

The SOUTH PORTLAND Housing Authority will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

2. Purpose of the Agreement

In the Agreement, the owner agrees to develop the contract units to comply with the HQS and the SOUTH PORTLAND Housing Authority agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the SOUTH PORTLAND Housing Authority will enter into a HAP contract with the owner for the contract units.

3. Description of Housing

(a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:

(i) Site;

(ii) Location of contract units on site;

(iii) Number of contract units by area (size) and number of bedrooms and bathrooms;

(iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;

(v) Utilities available to the contract units (including broadband), including a specification of utility services

to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;

- (vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;
- (vii) Estimated initial rents to owner for the contract units;
- (viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the SOUTH PORTLAND Housing Authority, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

(b) At a minimum, the housing must comply with the HQS.

The Housing Authority may elect to establish additional requirements for quality, architecture, or design of Project-Based Voucher housing over and above the HQS, and any such additional requirement must be specified in the Agreement.

B. Execution of the Agreement

1. Prohibition of Excess Subsidy

The SOUTH PORTLAND Housing Authority will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The SOUTH PORTLAND Housing Authority will not enter the Agreement with the owner until the environmental review is completed and the SOUTH PORTLAND Housing Authority has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the SOUTH PORTLAND Housing Authority notice of proposal selection to the selected owner.

C. Conduct of Development Work

1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

(a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.

(b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(c) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The SOUTH PORTLAND Housing Authority will monitor compliance with labor standards.

3. Equal Opportunity

(a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.

(b) The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432 and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

The owner must develop and complete the housing in accordance with the Agreement. The Agreement will specify the deadlines for completion of the housing and for submission by the owner of the required evidence of completion.

2. Required Evidence of Completion

(a) Minimum Submission

At a minimum, the owner must submit the following evidence of completion to the SOUTH PORTLAND Housing Authority in the form and manner required by the SOUTH PORTLAND Housing Authority:

- (i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
- (ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(b) Additional Documentation

At the discretion of the SOUTH PORTLAND Housing Authority, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion. For example, such documentation may include:

- (i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and
- (ii) An architect's certification that the housing complies with:
 - (A) HUD housing quality standards;
 - (B) State, local, or other building codes;
 - (C) Zoning;

- (D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or
- (E) Any additional design or quality requirements pursuant to the Agreement.

E. SOUTH PORTLAND Housing Authority Acceptance of Completed Units

1. SOUTH PORTLAND Housing Authority Determination of Completion

When the SOUTH PORTLAND Housing Authority has received owner notice the housing is completed:

- (a) The SOUTH PORTLAND Housing Authority will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement(s) imposed by the SOUTH PORTLAND Housing Authority under the Agreement.
- (b) The SOUTH PORTLAND Housing Authority will determine if the owner has submitted all required evidence of completion.
- (c) If the work has not been completed in accordance with the Agreement, the SOUTH PORTLAND Housing Authority will not enter into the HAP contract.

2. Execution of HAP Contract

If the SOUTH PORTLAND Housing Authority determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the SOUTH PORTLAND Housing Authority will submit the HAP contract for execution by the owner and will then execute the HAP contract.

23.4 HOUSING ASSISTANCE PAYMENT CONTRACT

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing. A separate HAP contract is required for each project with the exception of scattered site units (single-family buildings with 4 or fewer units), which may be combined under a single HAP contract. SOUTH PORTLAND Housing Authority defines a project as multiple contiguous buildings. Contiguous in this definition includes “adjacent to”, as well as touching along a boundary or a point.

A. Purpose of the HAP Contract

1. Requirement

The SOUTH PORTLAND Housing Authority will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

- (a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.
- (b) The SOUTH PORTLAND Housing Authority makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

- 1. The total number of contract units by number of bedrooms;
- 2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- 3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- 4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;
- 5. Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;
- 6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- 7. The HAP contract term;
- 8. The number of units in any project that will exceed the PBV cap, which will be set-aside for occupancy by qualifying families (elderly

or disabled families and families receiving supportive services); and

9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

- (a) Before execution of the HAP contract, the SOUTH PORTLAND Housing Authority will inspect each contract unit in accordance with Section 23.2 B.

- (b) The SOUTH PORTLAND Housing Authority will not enter into a HAP contract for any contract unit until the SOUTH PORTLAND Housing Authority has determined that the unit complies with the HQS.

2. Existing Housing

The SOUTH PORTLAND Housing Authority will promptly execute the HAP contract after the SOUTH PORTLAND Housing Authority selection of the owner proposal and SOUTH PORTLAND Housing Authority inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

The SOUTH PORTLAND Housing Authority will execute the HAP contract after the SOUTH PORTLAND Housing Authority has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.

When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract

1. Initial Term and Any Extensions

The SOUTH PORTLAND Housing Authority may enter into a HAP contract with an owner for an initial term of up to twenty years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than twenty years.

Within one year before expiration, the SOUTH PORTLAND Housing Authority may agree to extend the term of the HAP contract for an additional term of up to twenty additional years if the SOUTH

PORTLAND Housing Authority determines an extension is appropriate to continue providing affordable housing for low-income families. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

The term and potential extensions the SOUTH PORTLAND Housing Authority is willing to enter into will be discussed in the project selection process.

2. Termination by the SOUTH PORTLAND Housing Authority – Insufficient Funding

The HAP contract will provide that the term of the SOUTH PORTLAND Housing Authority's contractual commitment is subject to the availability of sufficient appropriated funding (budget Authority) as determined by HUD or by the SOUTH PORTLAND Housing Authority in accordance with HUD instructions.

Note: "Sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.

The SOUTH PORTLAND Housing Authority will not fail to make the HAP payment until after it has made all possible allowable cost saving efforts in the tenant-based program and there is still insufficient funding.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the SOUTH PORTLAND Housing Authority may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the SOUTH PORTLAND Housing Authority will be implemented in accordance with HUD instructions.

3. Termination by Owner – Reduction Below Initial Rent

The owner may terminate the HAP contract, upon notice to the SOUTH PORTLAND Housing Authority, if the amount of rent to the owner is reduced below the initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

Upon termination or expiration of a HAP contract that is not extended, a family living at the property is entitled to receive a tenant-based voucher (the voucher that was previously providing project-based assistance for the

family in the PBV project). The SOUTH PORTLAND Housing Authority will provide the family with a voucher and that family will also be given the option by the SOUTH PORTLAND Housing Authority and owner to remain in their unit with HCV tenant-based assistance if the unit complies with inspection requirements and rent reasonableness requirements. The family must pay the total tenant payment and any additional amount if the unit rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance (for example, the rent is reasonable, unit meets HQS, etc.). The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause.

Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the SOUTH PORTLAND Housing Authority tenant-based program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

The statutory owner notice requirements related to the contract termination or expiration continue to apply to the PBV program. If the owner fails to provide timely notice of termination, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of the rent, and with no eviction as a result of an owner's inability to collect an increased tenant portion of the rent. For families that wish to remain at the property, the HCV tenant-based assistance would not commence until the owner's required notice period ends.

E. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the SOUTH PORTLAND Housing Authority, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Prior to such substitution, the SOUTH PORTLAND Housing Authority will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HQS.

2. Amendment to Add Contract Units

At the discretion of the SOUTH PORTLAND Housing Authority, and provided that the total number of units in a project that will receive Project-Based Voucher assistance or other project-based assistance meet any

applicable project cap requirements, a HAP contract may be amended to add additional Project-Based Voucher contract units in the same project. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals (competition) is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract. This shall only be done after informing the HUD Field Office with the information it requires and the rationale used to expand assistance to the specific project.

SOUTH PORTLAND Housing Authority will consider adding units to the HAP contract when it determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

- Market conditions;
- The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families);
- Voucher holders are having difficulty finding units that meet program requirements such as units with mobility or hearing/visual features; and/or
- Additional housing units have become available within the development.

3. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

4. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the SOUTH PORTLAND Housing Authority and in the lease with each

assisted family.

At the discretion of the SOUTH PORTLAND Housing Authority, the HAP contract may also require continuing owner compliance during the HAP term with additional housing quality requirements specified by the SOUTH PORTLAND Housing Authority (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

5. Remedies for HQS Violation

The SOUTH PORTLAND Housing Authority will vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The SOUTH PORTLAND Housing Authority will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

If the SOUTH PORTLAND Housing Authority determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the SOUTH PORTLAND Housing Authority may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

6. Maintenance and Replacement – Owner’s Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the project concerned as established by the owner.

7. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:

- (a) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
- (b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
- (c) Complying with equal opportunity requirements.

- (d) Preparing and furnishing to the SOUTH PORTLAND Housing Authority information required under the HAP contract.
- (e) Collecting from the family:
 - (i) Any security deposit.
 - (ii) The tenant contribution (the part of rent owner not covered by the housing payment).
 - (iii) Any charges for unit damage by the family.
 - (iv) Enforcing tenant obligations under the lease.
 - (v) Paying for utilities and services (unless paid by the family under the lease).
 - (vi) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note:

Note: Reasonable Modification of Existing Premises

(A) *It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.*

However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

(B) *However, where it is necessary in order to ensure*

with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.

8. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

- (a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- (b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.
- (c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the SOUTH PORTLAND Housing Authority, and the lease is in accordance with the HAP contract and HUD requirements.
- (d) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- (e) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.
- (f) The amount of the housing assistance payment is the correct amount due under the HAP contract.
- (g) The rent to owner for each contract unit does not exceed rents

charged by the owner for other comparable unassisted units.

- (h) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the SOUTH PORTLAND Housing Authority, HUD, or any other public or private source) for rental of the contract unit.
- (i) The participating family does not own or have any interest in the contract unit.

23.5 OPERATION OF PROJECT-BASED PROPERTIES

A. Project-Based Waiting List

The SOUTH PORTLAND Housing Authority shall use a separate waiting list for admission to the Project-Based Section 8 Assistance Program. The SOUTH PORTLAND Housing Authority will use separate waiting lists for Project-Based Voucher units in individual projects. All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant's position on the Section 8 Voucher Tenant Based Assistance Program.

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

1. The application will be a permanent file.
2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.
3. Substantive contacts between the SOUTH PORTLAND Housing Authority and the applicant will be documented in the applicant file.

B. Admission Preferences

Preferences shall be used for the purpose of structuring the order in which applications are considered, not whether applicants meet basic eligibility requirements for admission to the program. A preference does not guarantee admission to the program. SOUTH PORTLAND Housing Authority may establish separate Admission Preferences for separate projects.

The SOUTH PORTLAND Housing Authority uses the following preferences which require verification at the time of offer:

10 pts. - Families with minors or dependents; Elderly families; Near-Elderly

families; Disabled families

5 pts. - Residency Preference – Scarborough

3 pts. - Residency Preference - South Portland

1 pt. - Veteran Preference

1 pt. - Victims of a federally declared natural disaster.

Points will be given for each preference the family qualifies for. Families will be selected based on their number of preference points. Among applicants with equal preference points, the waiting list will be organized by date and time.

Betsy Ross House Project-Based Vouchers:

- A. **Elderly Families** – Head of Household, Co-Head, or Spouse is 62 years of age or older.
- B. **South Portland Residency Preference** – Families who reside in South Portland or include a family member who works or has been hired to work in South Portland. The residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of the applicant family.
- C. **In-Place Residents** – Persons who are currently residing at the project for which they are applying for a project-based voucher.
- D. **Veterans Preference** – Persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable.
- E. **Victims of a Federally declared natural disaster** – Persons displaced by natural or national disaster.

Thornton Heights Commons Project-Based Vouchers:

- A. **Families with minors or dependents; Elderly Families** (Head of Household, Co-Head, or Spouse is 62 years of age or older); **Disabled Families** (Head of Household, Co-Head, or Spouse is disabled).
- B. **South Portland Residency Preference** – Families who reside in South Portland or include a family member who works or has been hired to work in South Portland. The residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of the applicant family.
- C. **In-Place Residents** – Persons who are currently residing at the project for which they are applying for a project-based voucher.

- D. **Veterans Preference** – Persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable.
- E. **Victims of a Federally declared natural disaster** – Persons displaced by natural or national disaster.

Jocelyn Place Project-Based Vouchers:

- A. **Elderly Families** – Head of Household, Co-Head, or Spouse is 62 years of age or older.
- B. **Scarborough Residency Preference** – Applicants who reside in Scarborough or include a family member who works or has been hired to work in Scarborough. The residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of the applicant family.
- C. **South Portland Residency Preference** – Applicants who reside in South Portland or include a family member who works or has been hired to work in South Portland. The residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of the applicant family.
- D. **In-Place Residents** – Persons who are currently residing at the project for which they are applying for a project-based voucher.
- E. **Veteran Preference** – Persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable.
- F. **Victims of a federally declared natural disaster** – Persons displaced by natural or national disaster.

Landry Village, St. Cyr Court and Hazard Towards Project-Based Vouchers:

- A. **Elderly or Disabled Families** – Head of Household, Co-Head, or Spouse is 62+ or disabled.

- B. **Near-Elderly Preference (Efficiency Units Only at Hazard Towers)** – A family whose head, co-head, spouse, or sole member is a person who is at least 55 years of age but below the age of 62.
- C. **South Portland Residency Preference** – Families who reside in South Portland or include a family member who works or has been hired to work in South Portland. The residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of the applicant family.
- D. **Veterans Preference** – Persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable.
- E. **Victims of a Federally declared natural disaster** – Persons displaced by natural or national disaster.

Scattered Site Family Units:

- A. **Families with minors or dependents**
 - B. **South Portland Residency Preference** – Families who reside in South Portland or include a family member who works or has been hired to work in South Portland. The residency preference will not have the purpose of effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of the applicant family.
 - C. **Veterans Preference** – Persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable.
 - D. **Victims of a Federally declared natural disaster** – Persons displaced by natural or national disaster.
- C. Selection from the Waiting List

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the

applicants' position on the Section 8 Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based Section 8 Assistance Program. The owner must promptly notify the SOUTH PORTLAND Housing Authority in writing if an applicant is rejected and the grounds for the rejection.

Under this plan, the first qualified applicant in sequence on the Section 8 Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the SOUTH PORTLAND Housing Authority will skip over families not requiring the accessible unit to reach a family who does require such accommodation.

Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she will have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 16.2.

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

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

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

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

D. Project-Based Briefing

When the SOUTH PORTLAND Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult

family members are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move with continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and
4. A description of the SOUTH PORTLAND Housing Authority's policy on providing information to owners.

E. Project-Based Briefing Packet

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

1. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);
2. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
3. The HUD-required lead-based paint brochure;
4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
5. The family and owner responsibilities under the lease and HAP contract;

6. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction; and
7. SOUTH PORTLAND Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

F. Leasing of Contract Units

1. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the SOUTH PORTLAND Housing Authority from the SOUTH PORTLAND Housing Authority waiting list.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

2. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the SOUTH PORTLAND Housing Authority's subsidy standards.

G. Vacancies

1. Filling Vacant Units

The owner must promptly notify the SOUTH PORTLAND Housing Authority of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the SOUTH PORTLAND Housing Authority will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the SOUTH PORTLAND Housing Authority waiting list referred by the SOUTH PORTLAND Housing Authority.

It is expected that the SOUTH PORTLAND Housing Authority and the owner will make reasonable good faith efforts to minimize the likelihood

and length of any vacancy.

2. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the SOUTH PORTLAND Housing Authority to fill such vacancies), the SOUTH PORTLAND Housing Authority may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

H. Tenant Screening

The SOUTH PORTLAND Housing Authority has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. However, it will screen applicants for family behavior or suitability for tenancy and may deny admission to an applicant based on such screening.

In addition to the eligibility criteria, families must also meet the SOUTH PORTLAND Housing Authority screening criteria in order to be admitted to project-based voucher program as follows:

- (1) Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the lease. The SOUTH PORTLAND Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, property management staff, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- (2) The SOUTH PORTLAND Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
 - (a) History of meeting financial obligations, especially rent and any utility payments;
 - (b) Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - (c) History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other

tenants or staff or cause damage to the property;

- (d) History of disturbing neighbors or destruction of property; and
- (e) History of respecting the rights of other residents to the peaceful enjoyment of their housing.

(3). The SOUTH PORTLAND Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The SOUTH PORTLAND Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

- (a) A credit check of the head, spouse, co-head, and any other adult family members;
- (b) A rental history check of all adult family members;
- (c) A criminal background check on all adult household members, including live-in aides, at no cost to the applicant. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the SOUTH PORTLAND Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the SOUTH PORTLAND Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening purposes. The information derived from the criminal background check shall be shared only with employees of the SOUTH PORTLAND Housing Authority who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the SOUTH PORTLAND Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

1. Owner Responsibility

- (a) The owner is responsible for screening and selection of families to occupy the owner's units.
- (b) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
 - (i) Payment of rent and utility bills:
 - (ii) Caring for a unit and premises:
 - (iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;
 - (iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
 - (v) Compliance with other essential conditions of tenancy.

2. Providing Tenant Information to Owner

- (a) The SOUTH PORTLAND Housing Authority will give the owner:
 - (i) The family's current and prior address (as shown in the SOUTH PORTLAND Housing Authority records); and
 - (ii) The name and address (if known) of the landlord at the family's current and any prior address.

I. Lease

1. Tenant's Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

2. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to unassisted tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a SOUTH PORTLAND Housing Authority model lease.

In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

3. Required Information

The lease must specify all of the following:

- (a) The names of the owner and the tenant;
- (b) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- (c) The term of the lease (initial term and any provision for renewal);
- (d) The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;
- (e) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and
- (f) The amount of any charges for food, furniture, or supportive services.

4. Initial Term of the Lease

The initial lease term must be for at least one year.

5. Tenancy Addendum

The tenancy addendum in the lease shall state:

- (a) The program tenancy requirements; and
- (b) The composition of the household as approved by the SOUTH PORTLAND Housing Authority (names of family members and any SOUTH PORTLAND Housing Authority live-in aide).

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

6. Changes in Lease

If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the SOUTH PORTLAND Housing Authority a copy of all such changes.

The owner must notify the SOUTH PORTLAND Housing Authority in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the SOUTH PORTLAND Housing Authority and in accordance with the terms of the lease relating to its amendment. The SOUTH PORTLAND Housing Authority will re-determine reasonable rent in accordance with Section 23.5 (C), based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence From the Unit

The owner's lease may specify a maximum period of tenant absence from the unit that may be shorter than the maximum period permitted by the SOUTH PORTLAND Housing Authority in Section 3.3 (I) of this Administrative Plan.

J. Security Deposit

The owner may collect a security deposit from the tenant. The SOUTH PORTLAND Housing Authority prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The SOUTH PORTLAND Housing Authority has no liability or responsibility for payment of any amount owed by the family to the owner.

K. Owner Termination of Tenancy and Eviction

1. In general, Section 17.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 17(a)(viii) (3) & (4) do not apply to the Project-based Voucher Program. In the Project-based Voucher Program "good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential

rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.

2. Upon lease expiration, an owner may:
 - (a) Renew the lease;
 - (b) Refuse to renew the lease for good cause;
 - (c) Refuse to renew the lease without good cause, which case the SOUTH PORTLAND Housing Authority will provide the family with a tenant based voucher and the unit will be removed from the Project-based Voucher HAP contract.

L. Overcrowded, Under-Occupied, and Accessible Units

1. Family Occupancy of Wrong-size or Accessible Unit

The SOUTH PORTLAND Housing Authority's subsidy standards determine the appropriate unit size for the family size and composition. If the SOUTH PORTLAND Housing Authority determines that a family is occupying a:

- (a) Wrong-size unit, or
- (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the SOUTH PORTLAND Housing Authority must promptly notify the family and the owner of this determination, and of the SOUTH PORTLAND Housing Authority's offer of continued assistance in another unit pursuant to paragraph (2) of this section.

2. SOUTH PORTLAND Housing Authority Offer of Continued Assistance

If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the SOUTH PORTLAND Housing Authority will offer the family the opportunity to receive continued housing assistance in another unit.

The SOUTH PORTLAND Housing Authority will offer the following housing options as continued assistance.

- (a) Project-based voucher assistance in an appropriate-size unit in the same project;

- (b) Other project-based housing assistance (e.g., by occupancy of a public housing unit);
- (c) Tenant-based rental assistance under the voucher program; or
- (d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

3. SOUTH PORTLAND Housing Authority Termination of Housing Assistance Payments

If the SOUTH PORTLAND Housing Authority offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the SOUTH PORTLAND Housing Authority will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the SOUTH PORTLAND Housing Authority).

If the SOUTH PORTLAND Housing Authority offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the SOUTH PORTLAND Housing Authority, or both, the SOUTH PORTLAND Housing Authority will terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by the SOUTH PORTLAND Housing Authority.

M. When Occupancy May Exceed the Greater of 25 or 25 Percent Cap on the Number of Project-Based Voucher Units in Each Project

- 1. Except as provided in Section 23.1 (B)(5), the SOUTH PORTLAND Housing Authority will not pay housing assistance under the HAP contract for contract units in excess of the PBV cap.
- 2. If referring families to the owner for admission to excepted units, the SOUTH PORTLAND Housing Authority will give preference to elderly or disabled families, or to families receiving supportive services.
- 3. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the PBV project cap exception will be required to vacate the unit within a reasonable period of time established by the SOUTH PORTLAND Housing Authority, and the SOUTH PORTLAND Housing Authority will cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit will be removed from the HAP contract unless the project is partially assisted and it is possible for the HAP contract to be

amended to substitute a different unit in the project in accordance with Section 23.4 (F) or the owner terminates the lease and evicts the family.

N. Family Right to Move

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate, with a copy to the SOUTH PORTLAND Housing Authority in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the SOUTH PORTLAND Housing Authority will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Note: Before providing notice to terminate the lease, the family must contact the SOUTH PORTLAND Housing Authority to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, the SOUTH PORTLAND Housing Authority will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

There is an exception to this rule when the family or a member of the family is or has been the victim of domestic violence, dating violence, stalking, or sexual assault, and the move is needed to protect the health or safety of the family or family member, or any family member has been a victim of a sexual assault that occurred on the premises during the 90 calendar day period preceding the family's request to move.

- O. The SOUTH PORTLAND Housing Authority and all PBV property owners will operate the property in a manner to affirmatively further fair housing. No admission preference shall intentionally discriminate against any member of a protected class. Both the SOUTH PORTLAND Housing Authority and all PBV property owners shall operate their properties in compliance with all Federal nondiscrimination requirements.

23.6 RENT TO OWNER

A. Determining the Rent to Owner

1. Initial and Redetermined Rents

- (a) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.
- (b) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this Section 23.5 (A) and Section 23.5 (B). The rent to owner is also redetermined at such time when there is a five percent or greater decrease in the published FMR.

2. Amount of Rent to Owner

Except for certain tax credit units as provided in Section 23.5 (C), the rent to owner must not exceed the lowest of:

- (a) An amount determined by the SOUTH PORTLAND Housing Authority, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;
- (b) The reasonable rent; or
- (c) The rent requested by the owner.

3. Rent to Owner for Certain Tax Credit Units

- (a) This section applies if:
 - (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);
 - (ii) The contract unit is not located in a qualified census tract;

A "qualified census tract" is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.
 - (iii) In the same project, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

- (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 23.5 (B).
- (b) The rent to owner must not exceed the lowest of:
 - (i) The tax credit rent minus any utility allowance;
 - (ii) The reasonable rent; or
 - (iii) The rent requested by the owner.
- (c) The “tax credit rent” is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

4. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

5. Reasonable Rent

The SOUTH PORTLAND Housing Authority will determine reasonable rent in accordance with Section 23.5 (C). The rent to owner for each contract unit may at no time exceed the reasonable rent.

6. Use of FMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

(a) Amounts used:

- (i) Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the SOUTH PORTLAND Housing Authority will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the SOUTH PORTLAND Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

- (ii) Redetermination of Rent to Owner

When redetermining the rent to owner, the SOUTH PORTLAND Housing Authority will use the most recently published FMR and the SOUTH PORTLAND Housing Authority utility allowance schedule in effect at the time of redetermination. At its discretion, the SOUTH PORTLAND Housing Authority may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

- (b) Exception Payment Standard and SOUTH PORTLAND Housing Authority Utility Allowance Schedule
 - (i) Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.
 - (ii) The SOUTH PORTLAND Housing Authority may not establish or apply different utility allowance amounts for the project-based voucher program. The same SOUTH PORTLAND Housing Authority utility allowance schedule applies to both the tenant-based and project-based voucher programs.

7. SOUTH PORTLAND Housing Authority Owned Units

For SOUTH PORTLAND Housing Authority owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with Section 23.5 (C)(6). The SOUTH PORTLAND Housing Authority must use the rent to owner established by the independent entity.

B. Re-determination of Rent to Owner

- 1. The SOUTH PORTLAND Housing Authority will re-determine the rent to owner:
 - (a) Upon the owner's request; or
 - (b) When there is a five percent or greater decrease in the published FMR.
- 2. Rent Increase

- (a) The SOUTH PORTLAND Housing Authority will not make any rent increase other than an increase in the rent to owner as outlined in 27.5(A) above.
- (b) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the SOUTH PORTLAND Housing Authority. The SOUTH PORTLAND Housing Authority must receive the written notice 60 calendar days before the annual anniversary date. The request must be submitted in the form and manner required by the SOUTH PORTLAND Housing Authority.
- (c) The SOUTH PORTLAND Housing Authority will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The SOUTH PORTLAND Housing Authority will not grant any retroactive increase of rent for any period of noncompliance.

3. Rent Decrease

If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

4. Notice of Rent Determination

The SOUTH PORTLAND Housing Authority will give written notice of any redetermined rent. The SOUTH PORTLAND Housing Authority notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

5. Contract Year and Annual Anniversary of the HAP Contract

- (a) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.
- (b) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.
- (c) If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The

expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

C. Reasonable Rent

1. Comparability Requirement

At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the SOUTH PORTLAND Housing Authority.

2. Redetermination

The SOUTH PORTLAND Housing Authority will redetermine the reasonable rent under the following circumstances:

- (a) Whenever there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;
- (b) Whenever the SOUTH PORTLAND Housing Authority approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- (c) Whenever the HAP contract is amended to substitute a different contract unit in the same project; and
- (d) Whenever there is any other change that may substantially affect the reasonable rent.

3. How to Determine Reasonable Rent

The reasonable rent of a contract unit must be determined by comparison to rent for other comparable unassisted units. In determining the reasonable rent, the SOUTH PORTLAND Housing Authority will consider factors that affect market rent, such as:

- (a) The location, quality, size, unit type, and age of the contract unit; and
- (b) Amenities, housing services, maintenance, and utilities to be provided by the owner.

4. Comparability Analysis

- (a) For each unit, the SOUTH PORTLAND Housing Authority comparability analysis will use at least three comparable units in the private unassisted market, which may include comparable unassisted units in the premises or project.
- (b) The SOUTH PORTLAND Housing Authority will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.
- (c) The comparability analysis may be performed by the SOUTH PORTLAND Housing Authority staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any SOUTH PORTLAND Housing Authority staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

5. Owner Certification of Comparability

By accepting each monthly housing assistance payment from the SOUTH PORTLAND Housing Authority, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the SOUTH PORTLAND Housing Authority information requested by the SOUTH PORTLAND Housing Authority on rents charged by the owner for other units in the premises or elsewhere.

6. Determining Reasonable Rent for SOUTH PORTLAND Housing Authority Units

For SOUTH PORTLAND Housing Authority units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with Section 23.1(J), rather than by SOUTH PORTLAND Housing Authority staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for SOUTH PORTLAND Housing Authority owned units to the SOUTH PORTLAND Housing Authority and to the HUD field office where the project is located.

7. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 27.5(A)&(B), the following restrictions apply to certain units:

- (a) HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.
- (b) Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

- (i) An insured or non-insured Section 236 project;
- (ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- (iii) A Section 221(d)(3) below market interest rate (BMIR) project;
- (iv) A Section 515 project of the Rural Housing Service;
- (v) A project receiving low-income housing tax credits;
- (vi) Any other type of federally subsidized project specified by HUD.

The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

- (a) Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

- (b) Other Subsidy: SOUTH PORTLAND Housing Authority Discretion to Reduce Rent

The SOUTH PORTLAND Housing Authority, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

- (c) Prohibition of Other Subsidy

The SOUTH PORTLAND Housing Authority will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

- (i) A public housing dwelling unit;

- (ii) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);
- (iii) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);
- (iv) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- (v) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the SOUTH PORTLAND Housing Authority may attach assistance to a unit subsidized with Section 236 interest reduction payments;
- (vi) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the SOUTH PORTLAND Housing Authority may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);
- (vii) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);
- (viii) Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);
- (ix) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);
- (x) A Section 101 rent supplement project (12 U.S.C. 1701s);
- (xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);
- (xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the SOUTH PORTLAND Housing Authority in accordance with HUD requirements. For this purpose, “housing subsidy” does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

8. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

24.0 PROJECT BASED VOUCHERS (PBV) UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the SOUTH PORTLAND Housing Authority policies for the tenant-based voucher program and the Standard PBV program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

24.1 GENERAL REQUIREMENTS

A. Overview and History of the RAD Program

The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's primary objectives are to:

1. Preserve and improve public and other assisted housing.
2. Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years.
3. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
 - i. Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
4. Increase tenant mobility opportunities.

Under the first component, a PHA with public housing units may submit an application to HUD to convert some or all of their public housing units to long-term, project-based Section 8 HAP contracts under either:

1. Project-based rental assistance (PBRA) under HUD's Office of

Multifamily Housing Programs or

2. Project-based vouchers (PBVs) under HUD’s Office of Public and Indian Housing (PIH)

This chapter will focus on public housing conversions to the PBV program under RAD. To distinguish between requirements for public housing conversion under RAD and PBV units under the Standard PBV program, we will refer to the Standard PBV program and the RAD PBV program.

B. Applicable Regulations

The regulations for both the Standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the Standard PBV program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable and/or unique to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the Standard PBV program. These provisions are identified in Notice PIH 2012-32, REV-4. Otherwise, all regulatory and statutory requirements for the Standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) guidance, including related handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), and the Consolidated and Further Continuing Appropriations Act of 2015 (Public Law 113-235, approved December 6, 2014), collectively, the “RAD Statute.” Requirements specific to the RAD program may be found in:

1. RAD Notice Revision 4 (H 2019–09 PIH 2019–23) (“RAD Notice”);
2. RAD Fair Housing, Civil Rights, and Relocation Notice (H 2016–17 PIH 2016–17) (“RAD Relocation Notice”);
3. PBV governing statute (42 U.S.C. 1437f(o)(13));
4. PBV regulations (24 C.F.R. Part 983);
5. January 18, 2017, HOTMA Implementation Notice (82 Fed. Reg. 5458) and July 14, 2017, technical correction and clarification notice (82 Fed. Reg. 32461) and Notice PIH 2017–21 (“Implementation Guidance: Housing Opportunity Through Modernization Act of 2016 (HOTMA) — Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Provisions”).

C. RAD Fair Housing, Civil Rights, and Relocation Requirements

Relocation requirements related to public housing conversions under RAD are described in the RAD Fair Housing, Civil Rights, and Relocation Notice H2016-17. The RAD Fair Housing, Civil Rights, and Relocation Notice provides PHAs and their development partners with information and resources on RAD program requirements, Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended (Section 104(d)) when planning for or implementing resident moves in connection with a RAD conversion under the First Component of RAD. Specifically, the RAD Fair Housing, Civil Rights, and Relocation Notice provides guidance on relocation planning, resident right to return, relocation assistance, resident notification, initiation of relocation, and the fair housing and civil rights requirements applicable to these activities.

The appendices to the RAD Fair Housing, Civil Rights, and Relocation Notice include recommended relocation plan contents. Sample relocation notices for issuance to residents depending on RAD project characteristics are available on the RAD website at www.hud.gov/rad.

D. Right to Return

Any resident that may need to be temporarily relocated to facilitate rehabilitation or construction has a right to return to an assisted unit at the Covered Project once rehabilitation or construction is completed. Permanent involuntary displacement of residents may not occur as a result of a project's conversion of assistance, including, but not limited to, as a result of a change in bedroom distribution, a de minimis reduction of units, the reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery. Where the transfer of assistance to a new site is warranted and approved, residents of the Converting Project will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. For more information on how to implement these provisions see the RAD Fair Housing, Civil Rights, and Relocation Notice.

24.2 PBV PROJECT SELECTION

A. Owner Selection Procedures

In addition to situations already covered under the HOTMA Implementation Notice (e.g., attaching PBV assistance to PHA-owned units that were formerly assisted under the public housing program), HUD is waiving 24 CFR § 983.51 so that a RAD PBV HAP contract is never subject to competitive selection requirements.

B. Ownership and Control

During both the initial term and renewal terms of the HAP contract, ownership must be either of the following:

1. A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property; or
2. A private entity if the property has low-income tax credits. The PHA must maintain control via a ground lease.

C. Subsidy Layering Review Requirements

In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

D. PBV Percentage Limitation (Program Cap)

Covered Projects do not count against the percentage limitation applicable to the PBV program. The HOTMA Implementation Notice excludes formerly assisted properties from the percentage limitation. For any Covered Projects not otherwise covered under the HOTMA Implementation Notice, including transfers of assistance to a new location, HUD is waiving section 8(o)(13)(B) of the Act as well as 24 CFR § 983.6 with respect to Covered Projects. As a result, a PHA that is administering RAD PBV assistance does not take the RAD PBV into consideration when calculating the percent limitation for any non-RAD PBV actions that are subject to the percent limitation. In other words, RAD PBV is excluded from both the numerator and the denominator when calculating the percent of vouchers that may be project-based for non-RAD PBV.

E. Site Selection Standards

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, except for 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites. If units are transferred to a different housing site, then the deconcentration rule applies.

HUD will conduct a front-end civil rights review of RAD PBV conversions that involve new construction located in an area of minority concentration (whether on

the existing public housing site or on a new site) to determine whether they meet one of the conditions that would allow for new construction in an area of minority concentration.

The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

F. Environmental Review

HUD can neither accept nor approve an applicant's Financing Plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Environmental documents must be submitted as part of the Financing Plan. HUD will not issue a RAD Conversion Commitment (RCC) if the project plan does not meet the environmental review requirements described in Attachment 1A of Notice PIH 2012-32, REV-4.

24.3 DWELLING UNITS

A. Housing Quality Standards (HQS)

Under current regulations at 24 CFR § 983.103(b) a unit covered under a HAP Contract must be inspected and must meet HQS before assistance can be paid on behalf of a household, unless the PHA is using HOTMA non-life threatening and alternative inspection provisions. In addition, section 8(o)(8)(A) of the Act provides that HAP Contract units must be inspected to ensure compliance with HQS prior to payment of any assistance on behalf of a family. When Work is occurring under RAD, HUD requires that all units meet HQS no later than the date of completion of the Work as indicated in the RCC. Consequently, HUD is waiving and establishing an alternative requirement to 24 CFR § 983.103(b) and section 8(o)(8)(A) of the Act in such cases.

24.4 HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

A. Form of HAP Contract

The RAD PBV program employs contracts and closing documents that differ from those used in the traditional PBV program. The RAD contracts and closing documents are available on the RAD Resource Desk. The RAD PBV HAP contract is based on the traditional PBV HAP Contract for New Construction or Rehabilitation, with modifications to reflect RAD-specific requirements.

Unlike in the traditional PBV program, HUD reviews and approves the RAD PBV HAP contract prior to its execution.

B. Definition of "Project"

Units may be placed under one PBV HAP contract only if the units are in a single

building or multiple buildings that meet the PBV definition of a “project.” Buildings that do not meet the PBV definition of a project may not be placed under a single PBV HAP contract. Single-family, scattered-site projects are an exception; they may be placed under a single PBV HAP contract.

The RAD Notice employs a broader definition of a project for purposes of RAD transactions. Under RAD, a project is defined as “a structure or group of structures that in HUD’s determination are appropriately managed as a single financial asset.”

C. Execution and Effective date of the HAP Contract

RAD PBV projects do not employ an Agreement to Enter into a Housing Assistance Payments (AHAP) contract like in the standard PBV program. Rather, when the conditions of the CHAP and the RCC are met and the conversion has closed, the PHA executes the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

D. Term of HAP Contract

The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, subject to the terms and conditions applicable at the time of each offer, and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which established a maximum term of 15 years, as well as 24 CFR 983.205(a), which governs the contract term.

E. Mandatory Contract Renewal

By statute, upon contract expiration, the agency administering the vouchers will offer, and the PHA will accept, renewal of the contract subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing the PHA discretion to renew the contract for term of up to 15 years, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

F. Agreement to Enter into a Housing Assistance Payments (AHAP) Contract Waiver

There will be no agreement to enter into a Housing Assistance Payments (AHAP)

contract on RAD Conversions, unless the transaction includes a RAD/Section 18 Disposition Blend that involves new construction or substantial rehabilitation. For the purposes of the South Terrace Development the conversion will include an AHAP for a portion of the units that were approved under the Section 18 Disposition program. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D, are applicable. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are subject to the applicable CFR and RAD Notice PIH 2012-32, REV-4.

G. Rehab Assistance Payments

During the period of Work identified in the RCC, standard RAD PBV HAP contract funding procedures will be used for occupied units. Units covered under the RAD PBV HAP contract that are not occupied at any point during the period of Work identified in the RCC may be eligible, subject to the conditions below, for Rehab Assistance Payments equal to the Public Housing Operating Fund and the Capital Fund amounts that formed the basis for the calculation of initial contract rent. During the period of rehabilitation or construction as identified in the RCC, the maximum number of units for which a Project Owner can receive RAD Rehab Assistance Payments is limited to the number of units eligible for Operating Fund or Capital Fund subsidy prior to conversion. As a result, some units in the Covered Project may not be eligible for Rehab Assistance Payments.

The Project Owner will no longer be eligible to receive RAD Rehab Assistance Payments upon the earlier of completion of the Work or expiration of the time period identified in the RCC for completion of all Work, which date is specified in the HAP contract. After such date, all units under the HAP Contract will be eligible for payment only for occupied units or for vacancy payments, as applicable. MTW agencies may not alter this requirement.

H. Income-Mixing Requirement (Project Cap)

There is no cap on the number of units that may receive RAD PBV assistance in each project. Under the HOTMA Implementation Notice, certain formerly assisted properties are excepted from the project cap. For any Covered Projects not covered under the HOTMA Implementation Notice, including transfers of assistance to a new location, HUD is waiving section 8(o)(13)(D) of the Act, as well as related provisions of 24 CFR §§ 983.56, 983.257(b), 983.262(a) and (d). Accordingly, units under the contract may not be “excepted” for a specified purpose. The limitation on the number of units receiving assistance has been omitted for the RAD PBV projects. Therefore, a project converting under RAD may have 100% of units subsidized by PBV.

I. Floating Units

HUD will permit RAD PBV assistance to float among units within the project having the same bedroom size. A unit to which assistance is floated must be comparable in condition to the unit it is replacing (i.e., the unit must be of the same

quality and amenities as the unit it is replacing). Assistance may float from a required UFAS accessible unit only to another UFAS accessible unit that has the same bedroom size and accessibility features. If assistance floats to a UFAS accessible unit as a reasonable accommodation for a household that had not previously been in a UFAS unit, the assistance may float back to a non-UFAS unit when there is no longer need for the reasonable accommodation provided the required number of UFAS units is maintained. Units that float are not specifically designated under the HAP Contract. Therefore, the requirements in 24 CFR § 983.203(c) that the HAP Contract provide “the location of each contract unit” and “the area of each contract unit” are waived.

Instead, the HAP Contract must specify the number and type of units in the property that are designated as RAD units, including any excepted units. From the time of the initial execution of the PBV RAD HAP Contract, the property must maintain the same number and type of UFAS accessible units. Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

SOUTH PORTLAND Housing Authority Policy

SOUTH PORTLAND Housing Authority will float assistance among unoccupied units within the project.

J. RAD PBV and Traditional PBV HAP Contracts at a Single Project

An owner and Contract Administrator may execute both a RAD PBV HAP contract and a traditional PBV HAP contract (for “non–RAD PBV” units) at a single project. In this scenario, so as to facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the Covered Project shall be subject to the RAD waivers and alternative requirements listed below:

1. Site selection — compliance with PBV goals;
2. Site-specific utility allowances;
3. No rescreening of tenants upon conversion for a current public housing resident of a Converting Project who will reside in a RAD PBV or a non–RAD PBV unit;
4. Right to return;
5. Phase-in of tenant rent increases
6. Family Self-Sufficiency and Resident Opportunities and Self Sufficiency Service Coordinator programs;
7. Resident participation and funding;

8. Resident procedural rights, termination notification and grievance process;
9. Earned income disregard;
10. Jobs Plus;
11. When total tenant payment exceeds gross rent for residents living in a Converting Project prior to conversion who will reside in the Covered Project after conversion;
12. Under-occupied unit;
13. Establishment of waiting list;
14. Initial certifications and tenant rent calculations.

In addition, initial contract rents at such a project may be established using “rent bundling,” under which the contract rents for the RAD PBV units may receive a net upward adjustment equal to a net downward adjustment of the contract rents at the non-RAD PBV units.

Note that the RAD PBV flexibility with respect to floating units does not apply to non-RAD PBV units in this scenario. In other words, the location and area of the non-RAD PBV units must be identified in the traditional PBV HAP contract that covers such units.

K. Contract Amendments

1. Adding Units

- i. In the traditional PBV program, the Contract Administrator may add units to a PBV HAP contract, as long as program requirements are met (i.e., the units comply with program requirements and the family is eligible, if there is a family residing in the unit at the time of the unit’s addition to the contract). Under RAD, the Contract Administrator may not add units above the number that were placed under contract at the time of conversion.

2. Removing Units

- i. In-Place Families: Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit’s occupants are eligible for housing assistance payments (24 CFR § 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family’s TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent) (24 CFR § 983.258). Since the rent limitation on RAD projects may result in a family’s TTP equaling or exceeding the gross rent for the

unit, for residents living in the Converting Project prior to conversion and who will return to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent.

- ii. New Admissions: Unless a waiver is requested and approved, any new admission to the Covered Project must meet the eligibility requirements at 982.201 and require a subsidy payment at admission to the program, which means their TTP may not equal or exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing alternative requirement that the PHA must reinstate the unit after the family has left the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted.

24.5 SELECTION OF PROGRAM PARTICIPANTS

A. Overview

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the RAD PBV program. This part describes the requirements and policies related to residents living at the property at the time of the RAD conversion and ongoing eligibility and admission to the RAD PBV program.

B. Prohibition of Rescreening Tenants upon Conversion

Current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.

Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers re-verified.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to

PBV under RAD.

C. Establishing the Waiting List – from Public Housing to RAD PBV

The Standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:

1. Transferring an existing site-based waiting list to a new site-based waiting list.
2. Transferring an existing site-based waiting list to a PBV program-wide or HCV program-wide waiting list.
3. Transferring an existing community-wide public housing waiting list to a PBV program-wide or HCV program-wide waiting list, an option particularly relevant for PHAs converting their entire portfolio under RAD.
4. Informing applicants on a community-wide public housing waiting list how to transfer their application to one or more newly created site-based waiting lists.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the Covered Project in accordance with 24 CFR § 983.251(c). To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

SOUTH PORTLAND Housing Authority Policy

Applicants on a Public Housing waiting list for a project or development that is converting to RAD PBV, will be transferred to the applicable RAD PBV waiting list. Existing applicants will retain the original date/time stamp of their application.

D. Income Targeting

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow Standard PBV requirements.

E. Preferences

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

Although the PHA is prohibited from granting preferences to persons with a specific disability, the PHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

1. With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing
2. Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing
3. For whom such services cannot be provided in a non-segregated setting

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project. In these projects, residents with disabilities may not be required to accept the particular services offered as a condition of occupancy.

SOUTH PORTLAND Housing Authority Policy

Points will be given for each preference the family qualifies for. Families will be selected based on their number of preference points. Among applicants with equal preference points, the waiting list will be organized by date and time.

Preferences for units at 235 Broadway:

Preferences points are given as follows:

- 10 pts.** - Elderly families; Disabled families
- 3 pts.** - Residency Preference
- 1 pt.** - Veteran Preference
- 1 pt.** - Victims of a federally declared natural disaster.

Preference for units at 225 Broadway, 231 Broadway, 73 Hill Street, and 53-60 Laundry Circle:

Preferences points are given as follows:

- 10 pts.** – Families with minors or dependents
- 3 pts.** - Residency Preference
- 1 pt.** - Veteran Preference
- 1 pt.** - Victims of a federally declared natural disaster.

24.6 OCCUPANCY

A. Initial Term and Lease Renewal

As in the traditional PBV program, the lease used for participants in the RAD PBV program must meet the requirements spelled out in 24 C.F.R. §983.256 and in the HUD-required Tenancy Addendum.¹⁵² In addition:

1. The lease between an owner and a tenant residing in a RAD PBV–assisted unit must include RAD’s resident procedural rights.¹⁵³
2. Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that is the same date as the effective date of the RAD PBV HAP contract (the lease may be executed before the effective date of the RAD PBV HAP contract, but it must have the same effective date as that contract.)
3. For any family admitted following conversion, the lease must specify what will happen if the family elects to remain in its unit after increasing its income such that it requires zero HAP.¹⁵⁴ Specifically, the lease must make clear how the tenant rent will be calculated, and it must address the transition to a new lease.
 - Tenant rent. Per the RAD Use Agreement, the owner may charge a rent that does not exceed 30 percent of 80 percent of the area median income.
 - Transition to a new lease. If a unit is removed from the RAD PBV HAP contract, then the lease terminates automatically, as stated in the tenancy addendum, as though the RAD PBV HAP contract had been terminated. The tenant must be offered a new lease, which must reflect the new tenant rent.

A tenant in this circumstance is no longer a program participant and therefore no longer benefits from any of the rights or protections specific to RAD, or to the PBV program. For example, that the family no longer has a right to move with a tenant-based voucher. Should the family subsequently lose employment, the owner may choose to reduce the family’s rent, but if the family wishes to be admitted to the HCV/PBV program, then it must be admitted through the waiting list like any other applicant.

B. Security Deposits

In both the traditional PBV and the RAD PBV program, an owner is permitted to collect a security deposit. The owner may recognize any security deposit amount previously provided by a tenant who is in place at the time of conversion. If a tenant residing in a Converting Project has not previously provided a security deposit, then the owner may collect a security deposit at the time of initial lease execution. The security deposit must be determined in accordance with the provisions of 24 C.F.R. §983.259.

SOUTH PORTLAND Housing Authority will allow the owner to collect a security deposit the owner determines is appropriate.

C. Resident Participation and Funding

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

D. Moves

1. Overcrowded, Under-Occupied and Accessible Units

In-Place Families: If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR § 983.260 is waived for current residents remaining or returning to the Covered Project. MTW agencies may not modify this requirement. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

New Admissions: Following conversion, the standard PBV regulations apply. If the PHA determines that a family is occupying a wrong-size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by the PHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract. If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

SOUTH PORTLAND Housing Authority Policy

SOUTH PORTLAND Housing Authority will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit as soon as possible after the PHA's determination is made. SOUTH PORTLAND Housing Authority may offer the family the following types of continued assistance, based on the availability of assistance:

- PBV assistance in the same building or project
- PBV assistance in another project
- Tenant-based voucher assistance

When SOUTH PORTLAND Housing Authority offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day timeframe, the PHA will terminate the housing assistance payments at the expiration of this 30-day period. The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

2. Choice Mobility

If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

SOUTH PORTLAND Housing Authority Policy

Prior to providing notice to the owner to terminate the lease, the family may submit a written request to SOUTH PORTLAND Housing Authority for a choice mobility voucher at any time after completing the 12-month occupancy requirement. The family will remain eligible to request a choice mobility voucher as long as they continue living at the same covered project. If a family moves from one covered project to another covered project prior to completing their 12-month occupancy requirement, their 12-month clock will reset. The family must wait 12 months from the date of move at the new property before they may request another choice mobility

voucher. If a family transfers to a different unit within the same covered project, the 12-month clock does not reset. SOUTH PORTLAND Housing Authority will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

3. Turnover Cap

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD, the PHA may establish a turnover cap. The PHA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If the PHA chooses to establish a turnover cap and the cap is implemented, the PHA must create and maintain a waiting list in the order requests from eligible households were received.

SOUTH PORTLAND Housing Authority Policy

SOUTH PORTLAND Housing Authority will not establish a turnover cap.

E. Reexaminations

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, the PHA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA will have to submit a form HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

F. Earned Income Disregard

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the HCV program, the EID exclusion is limited to only persons with

disabilities [24 CFR 5.617(b)]. In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only persons with disabilities is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant, such as tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment), tenants that move into the property following conversion, etc., is covered by this waiver.

L. When Total Tenant Payment Exceeds Gross Rent

Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit's occupants are eligible for housing assistance payments (24 CFR § 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent) (24 CFR § 983.258). Since the rent limitation on RAD projects may result in a family's TTP equaling or exceeding the gross rent for the unit, for residents living in the Converting Project prior to conversion and who will return to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent.

Further, HUD is establishing the alternative requirement that until such time that the family's TTP falls below the gross rent, the rent to the owner for the unit will equal the lesser of (a) the family's TTP, less the Utility Allowance, or (b) any applicable maximum rent under LIHTC regulations. During any period when the family's TTP falls below the gross rent, normal PBV rules shall apply. As necessary to implement this alternative provision, HUD is waiving the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR § 983.301.

In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP Contract. The PHA is required to process these individuals through the Form 50058 submodule in PIC. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

Unless a waiver is requested and approved, any new admission to the Covered Project must meet the eligibility requirements at 982.201 and require a subsidy payment at admission to the program, which means their TTP may not equal or exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is

imposing alternative requirement that the PHA must reinstate the unit after the family has left the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where “floating units have been permitted,

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If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

G. Resident Procedural Rights

1. Termination of Tenancy

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Chapter 15 of this Plan and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the Standard PBV program. These procedural rights must be included in the owner’s lease as well as the PHA’s administrative plan. In addition to the regulations at 24 CFR 983.257 related to project owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which may not be less than:

- i. A reasonable period of time, but not to exceed 30 days:
- ii. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
- iii. In the event of any drug-related or violent criminal activity or any felony conviction
- iv. 14 days in the case of nonpayment of rent
- v. 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

Unlike in the Standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident’s rights, obligations, welfare, or status with both the PHA and the project owner. See Chapter 16 of this Plan for more information.

2. Grievance Process

Unlike in the Standard PBV program, residents in converted projects have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status with both the PHA and the project owner.

In addition to reasons for an informal hearing listed at 24 CFR 982.555(a)(1)(i)–(vi) (See Chapter 16 of this Plan), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

- i. For any hearing required under 24 CFR 982.555(a)(1)(i)–(vi), the contract administrator will perform the hearing, as is the current standard in the program.
- ii. For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or for disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement does not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.

The PHA (as owner) must give residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)–(vi). (See Chapter 16)

The PHA (as owner) must provide an opportunity for an informal hearing before an eviction.

24.7 DETERMINING CONTRACT RENT

A. Initial Contract Rent Setting

No additional or incremental funding is associated with the RAD Demonstration Program. HUD has calculated initial contract rents for every public housing project based on each project's subsidy under the public housing program. All RAD applications, including applications for Portfolio Awards, will have initial contract rents based on their "RAD rent base year" described in Attachment 1C of Notice PIH 2012-32, REV-4. PHAs have additional discretion in establishing initial contract rents using the following flexibilities:

1. MTW Fungibility
2. Rent Bundling
3. Future Replacement Housing Factor (RHF) or Demolition Disposition Transition Funding (DDTF)
4. Tenant-Paid Utility Savings.

Initial contract rents cannot exceed the lower of: (a) the reasonable rent (as defined under 24 CFR § 983.303); (b) an amount determined by the PHA, not to exceed 110 percent of the applicable FMR (or applicable exception payment standard, or rent cap approved in an MTW Plan or included in an MTW Supplement to the PHA Plan), minus any utility allowance; or (c) the RAD Contract Rent

Regardless of the initial contract rents for the RAD HAP Contract, in the year of conversion the Covered Project will only be assisted by the Operating and Capital Funds obligated to the PHA for that project.

B. Utility Allowances

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, a PHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract. A PHA may request a waiver from HUD in order to establish a site-specific utility allowance schedule.

After conversion, unless a waiver is requested and approved by HUD, the PHA must maintain a utility allowance schedule for tenant-paid utilities in accordance with Standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517 respectively.

These utility allowances are effective for in-place families at recertification.

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SOUTH PORTLAND Housing Authority does not have a utility allowance for any proposed RAD developments.

C. RAD PBV Site-Specific Utility Allowances

PHAs may elect to establish a site-specific Utility Allowance for any Covered Project. HUD is waiving 24 CFR 983.2(c)(6)(iii), which requires the PHA to apply the HCV Utility Allowance schedule for PBV properties, and HUD is establishing an alternative requirement. The Utility Allowance shall be calculated consistent with Notice H 2015-04 unless PIH promulgates guidance specific to the PBV

program. The Project Owner may carry out all of the responsibilities associated with Notice H 2015-04, but the PHA must ensure that the Utility Allowance is calculated correctly. This waiver and alternative requirement shall also apply to non-RAD PBV units located at the Covered Project.

Policy

D. Method of Adjusting Contract Rents

Contract rents will be adjusted only by HUD's OCAF (which is applied only to the portion of the rent not attributable to debt service) at each anniversary of the HAP Contract, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the Act and 24 CFR §§ 983.301 and 983.302, concerning rent determinations, shall not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the Contract Administrator in accordance with 24 CFR § 983.303.33 However, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP Contract. MTW agencies may not alter this requirement.

At least 120 days before the contract anniversary date, HUD recommends that the owner submit the OCAF rent adjustment worksheet (Form HUD-9625) to the PHA administering the PBV assistance (or the independent entity). The PHA will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent can only be increased up to the reasonable rent. The approved rent adjustment will go into effect and the new rents to owner will take effect on the date of the contract anniversary.

E. Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

F. Project Funding During the Initial Year

The PBV program is a component of a voucher agency's HCV program. For units under a HAP contract (HCV or PBV), HUD's Financial Management Center (FMC)¹²⁸ disburses HAP funding to the agency. On a monthly basis, the PHA reports unit months leased (UML) and associated expenses in HUD's Voucher Management System (VMS), indicating the number of PBV units and the HAP expenses associated with such units.

From the effective date of a RAD PBV HAP contract through the balance of the calendar year of conversion (i.e., the "Initial Year"), units under a RAD PBV HAP contract are funded differently. Specifically, at the point of conversion,¹²⁹ the units are added to the Contract Administrator's Consolidated ACC, and the FMC obligates \$1 to the Contract Administrator.¹³⁰ From that point through the end of

the Initial Year, the units continue to receive public housing Operating Fund and Capital Fund subsidy at the levels available to the project in the fiscal year of conversion, via the public housing module of HUD's Line of Credit Control System (LOCCS). The FMC does not disburse HAP for RAD PBV units to the Contract Administrator, and the Contract Administrator does not report UMLs or associated expenses for such units in VMS.

24.8 PAYMENTS TO OWNER

A. Phase-in of Tenant Rent Increases

If, purely as a result of conversion, the amount a tenant would pay for rent and utilities under the PBV program (the tenant's TTP) would increase the tenant's TTP by more than the greater of 10 percent or \$25, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances and must communicate such policy in writing to affected residents. For example, a PHA may create a policy that uses a three year phase-in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section "Calculated PBV TTP" refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1 (the first recertification following conversion), as illustrated below.

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Three Year Phase-in:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the Calculated PBV TTP

Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 50% of difference between most recently paid TTP and the Calculated PBV TTP

Year 3: Year 3 AR and all subsequent recertifications – Full Calculated PBV TTP

Once the Calculated PBV TTP is equal to or less than the previous TTP, the phase-

in ends and tenants will pay full TTP from that point forward. To facilitate the uniform treatment of residents and units at a Covered Project, any non-RAD PBV units located in the same Covered Project shall be subject to the terms of this provision.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority starts making assistance payments with funding under its consolidated ACC, rather than billing, the initial housing authority. [24 CFR 982.4(b)]

Actual and imminent threat: a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a participant's rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

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

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Affiliated individual: with respect to an individual, means: (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Bifurcate: means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Business Days: Days the housing authority is open for business.

Certificate: A document formerly issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures

for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

Cooperative: Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Cooperative member: A family of which one or more members owns membership shares in a cooperative.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Dating Violence: Violence committed by a person: 1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship; the type or relationship; and the frequency of interaction between the persons involved in the relationship.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction. The term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly family: A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Environmental Investigation: a risk assessment with additional questions for the family regarding other sources of lead exposure (e.g., water, pottery, daycare settings), and testing of other potential sources of lead exposure in accordance with Chapter 16, Investigation And Treatment Of Dwellings That House Children With Elevated Blood Lead Levels, of HUD’s Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (current edition) (the HUD Guidelines). Chapter 16 of the HUD Guidelines includes a detailed description of the differences between an environmental investigation and a risk assessment. Testing includes, at a minimum, house dust, paint/coatings that are not intact or subject to friction, and bare soil, especially in play areas. Testing of drinking water is done in certain circumstances, based on the family questionnaire, discussion with the child’s case manager, and

additional information, such as knowledge that the community drinking water is known to be at risk; the family's home is served by a private well; history suggests contamination; or no other sources of lead can be found.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed the higher of 30% of the median income for the area (as determined by HUD with adjustments for smaller and larger families) or the Federal poverty level, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

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

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a resident family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the housing choice voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employee earns at least the average of the federal minimum wage over a 30 hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gender identity: Actual or perceived gender-related characteristics.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Homeless: *(Please note that this “homeless” definition is for 50058 reporting purposes only)*

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- A. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- B. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

- C. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for habitation immediately before entering that institution;

or

Any individual or family who:

- A. Is fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- B. Has no other residence; and
- C. Lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

Housing choice voucher holder: A family that has an unexpired housing choice voucher.

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings

of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual re-certifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Lease: A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Limited English Proficiency (LEP) - See federal register dated 1/22/07.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- d. For purposes of determining annual income under Section 8 Homeownership, the term "net family assets" does not include the value of a home currently being purchased with

assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Non-citizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the tenant's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Personally Identifiable Information (PII): Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Project-Based Assistance Program: A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Risk assessment: In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

- A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;
- B. Visual inspection;
- C. Limited wipe sampling or other environmental sampling techniques;
- D. Other activity as may be appropriate; and
- E. Provision of a report explaining the results of the investigation.

Sensitive Personally Identifiable Information: PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include

social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Sexual assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Sexual orientation: Homosexuality, heterosexuality or bisexuality.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. because a family member has not complied with other welfare agency requirements.

Stalking: engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's housing choice voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds **ninety (90)** consecutive days, the Housing Authority must agree to the absence.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Tuition: The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).

Examples related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For Section 8 programs only, PHAs must include amount of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

VAWA: the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
 - (2) Documentation such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a housing choice voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare -to-Work (WTW) families: Families assisted with housing choice voucher funding awarded under the HUD welfare-to-work voucher program.

Written notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment
PBV	Project-Based Voucher
TPV	Tenant Protection Voucher
RAD	Rental Assistance Demonstration