

**HOUSING AUTHORITY OF THE
CITY OF GREENWOOD**

SECTION 8 ADMINISTRATIVE PLAN

REVISION AND APPROVAL DATE: April 9, 2018

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**Attachment 1 - Annual Income Inclusions
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Deductions/Allowances from Gross Income
Total Tenant Payment**

**Attachment 2 - Notice to Housing Choice Voucher Applicants and
Tenants Regarding The Violence Against Women Act (VAWA)**

I. BACKGROUND AND ADMINISTRATION OF PROGRAMS

The Housing Authority of the City of Greenwood was created to assist low-income families in obtaining decent, safe and sanitary housing at an affordable cost. Since that time the PHA has functioned continuously, managing Public Housing and Section 8 Programs.

The Section 8 program enables families to acquire modest, decent, safe, sanitary and affordable housing by utilizing existing units in the local rental market. Families are able to choose a unit (meeting the criteria outlined in this policy) suitable for their individual needs in the jurisdictional area of the Housing Authority.

The PHA will target at least 75% of admissions to families with incomes that do not exceed 30% of the PHA's area median income. The PHA may exercise its discretionary provisions of the regulations that permit fungibility between its Public Housing and Section 8 program in meeting the targeting goals.

The PHA administers the Housing Choice Voucher program and a Section 8 Homeownership program. The PHA will not administer any other special housing types unless it is necessary to do so for reasonable accommodation for persons with disabilities. The PHA will permit families to rent or lease manufactured homes when the lot/space on which the manufactured home sits is a part of the rent or lease. The PHA will not provide assistance for only the rental or leasing of spaces for owners of manufacturer homes.

The Section 8 Programs will be administered in accordance with this Policy, Federal Regulations, HUD Handbooks for the Section 8 program, and any pertinent state and local laws:

II. PLAN PURPOSE

The purpose of this plan is to meet HUD requirements, establish local policies for program interpretation and the PHA discretionary areas, aid the Section 8 staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or participants. It is not the intent of this plan to replace and/or cite all Federal Regulations verbatim, but to summarize and support the regulations and program Handbooks.

III. OUTREACH TO FAMILIES AND OWNERS

Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule or to attract groups that are not adequately represented in the assisted families such as the elderly or male heads of household.

The following sources will be used by the PHA for outreach to both families and owners of rental property:

Announcements, news articles, paid advertisements that serve the PHA's jurisdictional area;

Public Service announcements on local television and radio stations;

Contact and coordination with local human service agencies that serve the PHA's jurisdictional area;

Personal contact on one-to-one basis with local Realtors, apartment managers, and other property owners;

Special presentations, as necessary, developed for local churches or other civic organizations; and

Coordination with the City/County.

IV. PRIVACY OF APPLICANT/PARTICIPANT INFORMATION

The following laws authorize the collection of family income and other necessary information to determine an applicant's eligibility, unit size, and income for purposes of calculating the family's rent: Quality Housing and Work Responsibility Act of 1998, U.S. Housing Act of 1937, Section 214 of the Housing and Community Development Act of 1980 (Alien Rule), Title VI of the Civil Rights Act of 1964, and Title VIII of the Civil Rights Act of 1968. The Housing and Community Development Act of 1987 requires applicants and program participants to submit the social security numbers of all household members.

The PHA may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law.

All requested information must be provided, including

evidenced verification of all social security numbers for each family member age six (6) years and older.

Applicant families may be allowed to participate in the program even if Social Security numbers have not been obtained for children under 6. There will be a 90 day grace period for the family to provide verification. An additional 90 day period may be granted at the discretion of the GHA for the following reasons.

(i) The failure to meet these requirements was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant; and

(ii) There is a reasonable likelihood that the participant will be able to disclose a SSN by the deadline.

The GHA must terminate the assistance or terminate the tenancy, or both, of a participant and the participant's household, in accordance with the provisions governing the program involved, if the participant does not meet the applicable SSN disclosure, documentation, and verification requirements by the deadline set forth.

V. DEFINITIONS

SEE ALSO DEFINITIONS IN APPENDIX AA OF THIS POLICY.

Act. Quality Housing & Work Responsibility Act of 1998 (QHWRA) and Housing Act of 1937.

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 date of initial lease term).

Adult. A household member who is 18 years or older or who is the head of household, or spouse, or co-head.

Adjusted Income. Annual gross income less any adjustments permitted by Federal Regulations. See 24 CFR Part 5, Section 5.611.

Affiliated Individual. A spouse, parent, brother, sister, or child of that individual to whom that individual stands in loco parentis, or any individual, tenant, or lawful occupant living in the household of that individual.

Allowances. HUD approved deductions from annual gross income to determine adjusted income.

Annual Contributions Contract (ACC). A contract (in the form prescribed by HUD) for loans and contributions, which may be in the form of grants, whereby HUD agrees to provide financial assistance and the PHA agrees to comply with HUD requirements for the development and operation of a public housing complex, or to cover housing assistance payments and other expenses for tenant-based programs.

Annual Income. See Attachment. Defined in 24 CFR Part 5, Section 5.609.

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

Assets. See definition for Net Family Assets.

Asset Income. Income received from assets held by family members. If assets total more than \$5,000, income from the asset income and imputed asset income is counted in annual income.

Assisted Lease (or "Lease"). A written agreement between an owner and a family for the leasing of a unit by the owner to the family with assistance payments under a Housing Assistance Payments (HAP) contract between the owner and the PHA.

Child care expenses. Allowable deduction from annual gross income. See Attachment.

Ceiling Rent. Maximum rent determined and set by some PHA's.

Citizen. A citizen (by birth or naturalization) or national of the United States.

Complex for elderly families. A complex for elderly families is a complex or portion of a complex to which regulations for housing assistance apply that was designated for occupancy by the elderly at its inception (and that has retained that character) or, although not so designated, for which the PHA gives preference in tenant selection (with HUD approval) for all units in the complex (or for a portion of the units in the complex) to elderly families.

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 voucher program.

Contract Rent. The total amount of rent specified in the Housing Assistance Payment Contract as payable to the owner by the family and/or by the PHA on the family's behalf.

Cooperation Agreement. An agreement between a PHA and the applicable local governing body or bodies which assures exemption from real and personal property taxes, provides for local support and services for the development and operation of a public housing complex, and provides for PHA payments in lieu of taxes.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

Currently. Within the last three yaers.

Decent, safe and sanitary. Housing is decent, safe and sanitary if the requirements of the federal regulations are met.

Delivery of Notice. All notices will be considered delivered when mailed by first class US mail or hand delivered to an adult member of the household. Delivery of 24 hour notices can be delivered as previously noted or posted conspicuously on the door of the residence.

Deductions. Federally mandated allowable deductions from annual gross income. See Attachment.

Dependent. A member of the family household (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is 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. See Attachment.

Disabled person. See Person with Disabilities.

Disabled family. A family whose 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.

Displaced Person. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by inaccessibility of unit. An applicant is involuntarily displaced by inaccessibility of a unit if:

(1) A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and

(2) The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a result of HUD disposition of units.

Involuntary displacement includes HUD disposition of multifamily rental housing complex under Section 203 of the Housing and Community Development Amendments of 1978.

Domicile. The legal residence of the household head or spouse as determined in accordance with State and local law.

EO Plan. Equal Opportunity Housing Plan. The EO plan establishes PHA policies for implementing civil rights requirements.

Effective date. The effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the redetermined total tenant payment.

Elderly family. A family whose head or spouse (or sole member) is an elderly or disabled person. It may include two or more elderly or disabled persons living together, or one or more of these persons living with one or more live-in aides.

Elderly person. A person who is at least 62 years of age.

Extremely Low-income family. A family whose annual income does not exceed the higher of 30 percent of the median income for the area or the federal poverty level, as determined by HUD, with adjustments for smaller and larger families.

FMR. The rent, including the cost of utilities (except telephone), as establish 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. See periodic publication in the Federal Register in accordance with 24 CFR 888.

Family. Defined in 24 CFR 5. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) a single person, who may be an elderly person, displaced person, disabled person, near elderly person, or any other single person: or (2) a group of persons residing together, and such group includes, but not limited to: (a) a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (b) an elderly family; (c) a near elderly family; (d) a disabled family; (e) a displaced family; and (f) the remaining member of a tenant family. See 24 CFR 5.403.

Family members. Any 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.

Family Self-Sufficiency (FSS) Program. A program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the U.S. Housing Act of 1937.

Family unit size. The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA occupancy standards or subsidy standards.

Flat Rent. A rent for Public Housing units as determined and set by PHA's that a family may choose to pay in lieu of an income-based rental amount.

Fraud. Intentionally providing false, incomplete or inaccurate information on an application, recertification form, or failure to report all sources of income received by the family.

Full-time student. A person who is carrying a subject load that is considered full-time under the standards and practices of the educational institution attended. An education institution includes a vocational training school with a diploma or

certificate program, as well as an institution offering a college degree.

Gender identity means actual or perceived gender-related characteristics.

Gross rent. The total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance.

Handicapped person (This definition is to be used for purposes of maintaining nondiscrimination practices (see 24 CFR 8.3); see Person with Disability definition for purposes of defining disability).

Includes any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment. This term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive, genito-urinary, hemic and lymphatic skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. 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, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(C) Has a record of such means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or

(3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

(See also definition for a Qualified individual with Handicap).

Head of Household. The head of household is the person who assumes legal and moral responsibility for the household.

Housing Assistance Payment ("HAP"). The payment made by the PHA to the owner of a unit under lease by an eligible family, as provided in the contract, in accordance with Federal Regulations. The payment is the difference between the contract rent and the tenant rent. An additional payment is made by the PHA to the family when the utility allowance is greater than the total tenant payment. In the case of a family renting only a manufactured home space, the HAP is determined in accordance with the Federal Regulations.

Housing Assistance Payment Contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Housing Assistance Plan. A local housing assistance plan approved by the field office meeting the requirements of the community development block grant regulation (24 CFR 570) whether or not the unit of general local government submitting the plan is a participant in the block grant program.

Housing Quality Standards "HQS". Program requirements for housing standards established by HUD and any variations established by the PHA and approved by HUD.

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

IMPUTED INCOME. Calculation used when assets exceed \$5,000.00, e.g., HUD passbook rate x total cash value of assets.

Incremental Units. The number of budgeted units minus any units for which HUD provided tenant-based program funding designated for families previously residing in housing with Section 8

project-based assistance.

INS. The U.S. Immigration and Naturalization Service.

Income Deductions. See Deductions Attachment.

Income limits. HUD established extremely low, very low-income and low-income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Landlord. Either the owner of the property or their representative or the managing agent as designated by the owner.

Lease. A written agreement between an owner (including a PHA) and a family for the leasing of a housing unit. Section 8 programs require an Addendum to the Lease (that contains mandatory language) if an owner's lease is used which must be incorporated into any lease or attached to the lease.

Live-in aide. A person who resides with an elderly person or disabled person and who:

(1) Is determined by the PHA to be essential to the care and well-being of the person.

(2) Is not obligated for the support of the person.

(3) Would not be living in the unit except to provide necessary supportive services.

(4) Cannot be considered as a remaining family member.

Local preference. A preference used by the PHA to select among applicant families.

Low-income family. A family whose annual income(s) does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its

finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Major Life Activities. Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Medical expenses. Allowable deductions from annual gross income for certain types of program participants. See Attachment.

Method of Delivery. Notifications of appointments, denials, terminations, rental increase/decrease, etc. will be mailed first class US mail to the unit address of the applicant/participant or hand delivered to an adult member of the assisted household.

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 annual income.

Monthly income. One-twelfth of annual income.

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, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Near. Within the geographical boundaries of the GHA's jurisdiction.

Near elderly family. A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62 years.

Net family assets. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a 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 under 24 CFR 5, Subpart F.) In determining net family assets, PHA's

and Owners shall include the value of any business or family assets disposed of by an applicant or tenant 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 therefore. 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. See also definition for Imputed Asset and Imputed Income.

Noncitizen. A person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by supporting documentation) in one of the following categories:

(1) A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).

(2) A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as an exercise of discretion by the U.S. Attorney General.

(3) A noncitizen who is lawfully present in the U.S. pursuant to an admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity.

(4) A noncitizen that is lawfully present in the U.S. as a result of an exercise of discretion by the U.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.

(5) A noncitizen who is lawfully present in the U.S. as result of the Attorney General's withholding deportation for threat of life or freedom.

(6) A noncitizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Noncitizen Student. Housing Assistance (including continued

assistance, prorated assistance or temporary deferral of termination of assistance) is prohibited to all noncitizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; are a bona fide student qualified to pursue a full course of study; and are admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study, particularly designated by such person and continually approved by the U. S. Attorney General.

Occupancy standards. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

Owner. Any person or entity, including a cooperative, having the legal right to lease or sublease Existing Housing. See the Annual Contributions Contract for the types of prohibited or conflict of interest owners.

PHA. Public housing agency or authority. Also referred to as HA. A State, county, municipality or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). "PHA" and "HA" mean the same thing.

PHA jurisdiction. The area in which the PHA is not barred and is legally permitted to operate under State law.

Participant. A family that has been admitted to the PHA's voucher 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 PHA for the family (first day of initial lease term).

Payment standard. In a voucher or over-FMR tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit. For an over-FMR tenancy, the payment standard equals the current FMR/exception rent limit.

Person with Disability. A person who is any of the following:

A. Has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423) which states: AInability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the

case of an individual who has attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.≡

B. Is determined, pursuant to 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 ability to live independently could be improved by more suitable housing conditions.

(4) Or is a person who has developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) to include persons that have a severe chronic disability that:

(i) Is attributable to a mental or physical impairment or combination of mental and physical impairments;

(ii) Is manifested before the person attained age 22;

(iii) Is likely to continue indefinitely;

(iv) Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity of independent living, and (7) economic self-sufficiency; and

(v) Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

Note: 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 (1937 Act). No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Permanent Replacement Housing. Housing that is decent, safe, and sanitary; that is adequate for the family size; and that the family is occupying pursuant to a lease or occupancy agreement. (This term is used in defining eligibility for involuntarily displaced persons who may have received shelter after being displaced and before receiving rental assistance).

Pre-adjustment Rent. Rent to an owner that does not include any previously approved special adjustments.

Preponderance of Evidence. Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is evidence which as a whole shows that the fact sought to be proved is more probable than not.

Qualified Individual with Handicap. (See 24 CFR Part 8.3). With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the Housing Authority can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Ranking preference. A preference used by the PHA to select among applicant families that qualify for a preference.

Reasonable Rent. A rent to owner that is not more than either:

(1) Rent charged for comparable units in the private unassisted market; or

(2) Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

Remaining Family Member. A member of a family listed on the lease who continues to live in an assisted unit after all other family members have left. Live-in-aid is specifically excluded from qualifying as a remaining member of the family unless their name has been included on the lease and any income included for rent calculation purposes.

Rent. See Tenant Rent and Total Tenant Payment.

Rental voucher. Voucher.

Rental voucher program. Voucher program.

Residency preference. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Sexual orientation means homosexuality, heterosexuality or bisexuality.

Subsidy Standards. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Single person. A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family.

Special admission. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

Spouse. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Standard, permanent replacement housing. Decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such a motels, hotels, or temporary shelters); or in cases of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Tenant-based. Rental assistance that is not attached to the structure.

Tenant rent. The amount payable monthly by the family as rent to an owner (including a PHA). Where all utilities (except telephone) and other essential housing services are supplied by

the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the utility allowance. Total tenant payment does not include charges for excess utility consumption or other miscellaneous charges.

Total Tenant Payment. Total income-based tenant payment shall be **the highest** of the following, rounded to the nearest dollar:

- (1) Thirty percent (30%) of the monthly adjusted income;
- (2) Ten percent (10%) of monthly income;
- (3) Minimum rent as set by PHA from \$0 to \$50.00;
- (4) Ceiling rent as set by PHA for Public Housing;

OR

- (5) Flat rent as set by PHA for Public Housing.

Unit. Dwelling unit.

United States Housing Act of 1937. (1937 Housing Act). The basic law that authorizes the public and Indian housing programs, and the Section 8 programs. (42 U.S.C. 1437 et seq.).

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 PHA or HUD, under 24 CFR 5, of the monthly cost of a reasonable consumption of such utilities and other services (excluding any allowance for air-conditioning as required by HUD) for the unit by an energy-conservation household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement (URP). The amount, if any, by which the utility for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish very low-income limits higher or lower than 50 percent of the median income for the area on the

basis of its finding that such variations are necessary because of unusually high or low family incomes.

Waiting list admission. An admission from the PHA waiting list.

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.

VI. FAIR HOUSING AND EQUAL OPPORTUNITY HOUSING POLICY

A. Fair Housing

In accordance with the following regulations, the PHA will not on account of race, color, creed, sex, disability status, familial status, national or ethnic origin, sexual orientation, or gender identity deny to any family the opportunity to apply or receive housing assistance. Selections will be made in accordance with the applicable requirements included herein.

(1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations 24 CFR Part 1 and Title VIII of the Civil Rights Act of 1968, as amended;

(2) The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110.

(3) Executive Order 11063 on Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12892, 59 FR 2939 (1994) (implementing regulations at 24 CFR part 107).

(4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8;

(5) The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the implementing regulations at 24 CFR Part 146; and

(6) Title II of the Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

Selections will be made in accordance with the selection criteria consistent with HUD's affirmative fair housing objectives and are included herein.

The PHA will post on the applicant/resident information bulletin board the telephone number for the HUD Office of Fair Housing and Equal Opportunity (FHEO) toll-free hotline - (800-424-8590).

B. Equal Opportunity Housing Plan

In addition to the Fair Housing and Equal Opportunity Housing efforts specifically indicated throughout this policy the PHA will affirmatively further fair housing goals and comply with equal opportunity requirements by the following actions:

(1) By adoption of this policy, compliance by the Housing Authority with all fair housing and equal opportunity regulations and requirements, is certified.

(2) Encouraging owners to make suitable units located outside areas of poverty or racial concentration available for leasing in the program to provide participants with the broadest geographical choice in selection.

(3) Provide available information and assist any applicants and/or participants if they believe discrimination has occurred to include provision of a Housing Discrimination Complaint form (HUD-903).

(4) Recruitment and equal opportunity employment practices will be utilized to attract and recruit qualified minority applicants for any vacancies.

C. Reasonable Accommodation

The PHA will include in its application and interview process procedures to ensure that applicants and/or participants are aware of their opportunity to request reasonable accommodations. Should any applicant or participant indicate the need for reasonable accommodations, the PHA will make available to them a Request for Reasonable Accommodation form. It is the policy of the PHA to make every effort possible to provide reasonable accommodations for persons with disabilities when such requests are reasonable, economically, financially and administratively feasible.

The HA will utilize reasonable accommodations practices for any applications received by handicapped individuals especially those involving sight or hearing impaired applicants. The GHA will utilize the #711 service to assist those who have a speaking or hearing impairment.

The HA will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to disabled (mobility

impaired or hearing impaired) applicants.

VII. APPLICATIONS, ELIGIBILITY, DENIALS OF ASSISTANCE,
VERIFICATION REQUIREMENTS, AND WAITING LIST ADMINISTRATION

A. Applications

Applications may be made in person at the PHA's Office, as posted, unless the waiting list is closed. The time of closing and/or opening of the waiting list will be announced by publication in a local newspaper. Exceptions and special accommodations will be made for elderly or disabled (mobility or hearing impaired) individuals that are unable to come into the office.

The PHA will utilize reasonable accommodations practices for any applications received by persons with disabilities especially those involving sight or hearing impaired applicants. A Telecommunication Device for the Deaf (TDD) will be made available for hearing impaired applicants.

When the waiting list is open to all applicants, applications will be accepted from all applicants. All eligible applicant names will be placed on the waiting list based on the date and time of application and preference indication (if any are specified in this Plan). At the time that the PHA is selecting applicants from the waiting list to issue vouchers, applications will be updated, information verified to determine continued eligibility, and selections made based on the selection criteria outlined later in this Plan.

B. Citizenship/Eligible Immigration Status
To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. Every family member must provide sufficient information to enable the Authority to determine citizenship or eligible immigration status in accordance with HUD regulations. Citizens may certify to their status, but the GHA is required to verify through the United States Citizenship and Immigration Service (USCIS) the status of all persons claiming to be eligible immigrants. The status of each member of the family is considered individually before the family's status is defined for this reason. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are "mixed families" and assistance is pro-rated by

dividing the number of eligible members by the total numbers of members.

For this eligibility requirement only, the applicant is entitled to a hearing if they are denied housing assistance based on their citizenship status.

C. Eligibility Requirements

Applicants must meet all of HUD's eligibility requirements, to include but is not limited to the following:

(1) Applicants must be a citizen or national of the U.S. or an eligible, qualified non-citizen who have eligible immigration status (see Definitions, Section V of this plan).

(2) Head-of-household applicants must be 18 years of age or older to be eligible for assistance.

(3) Program participants must be income eligible based on gross income (see Attachment 1 for income inclusions and exclusions) that is below HUD's published very-low income limits for the PHA's jurisdictional area. The only exceptions to the very low income limits are the following categories considered by HUD as "Special Admissions" and are not subject to being placed on the PHA's waiting list and/or waiting list requirements as set forth herein:

(a) A low-income family that is "continuously assisted" under the 1937 Housing Act and defined as follows: any family that is already receiving assistance (no interruption in assistance) under any 1937 Housing Act program when the family is admitted to the voucher program.

(b) A low-income family physically displaced by rental rehabilitation activity under 24 CFR 511.

(c) A low-income non-purchasing family residing in a Hope 1 (HOPE for Public and Indian Housing Ownership) or HOPE 2 (HOPE for Homeownership of Multifamily Units) project.

(d) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.

(e) A low-income family or moderate income family that

is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

(f) A low-income family residing in a HUD-owned multifamily rental housing project when HUD sells, forecloses or demolishes the project.

(g) A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 or HOPE 2 project.

(4) The PHA will determine the income eligibility by comparing the family's annual gross income to the HUD-established extremely-low, very-low or low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the housing authority's jurisdiction. The applicable income limit for admission is the income limit for the area where the family is initially assisted. The family, including a portable family, who is not a current program participant must be income eligible in the area where they are first assisted.

(5) See Appendix AA of this policy for eligibility determinations involving crime, drugs or the PHA's One Strike Policy.

(6) The PHA will use HUD's EIV system as part of the application process. See Article XVII, Item A, #2, for uses of the EIV system on applications.

(7) The PHA will refer to Attachment 2 of this Policy - Notice to Housing Choice Voucher Applicants and Tenants Regarding the Violence Against Women Act (VAWA) for eligibility requirements.

C. Definition of a Family: A person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under the program.

(1) A family is defined as a single person or a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly, near-elderly, or disabled persons living with one or more live-in-aides. The PHA includes in its definition of a family: one or more persons, one of whom will be an adult (age 18 or older), who will live regularly together in the unit (including foster children), or persons who can verify a stable relationship, e.g., common law marriages as recognized by the State of South Carolina, or a

relationship that has existed for a reasonable period of time (one year or more)..

(2) A family includes a family with a child or children.

(3) A single person may be:

- a. An elderly person.
- b. A near-elderly person.
- c. A displaced person.
- d. A disabled person.
- e. A single, pregnant female
(physician certification may be required).
- f. Any other single person.

(4) Dependents must meet the HUD definition of dependent, have evidence of the family's residence as their legal residence, and/or in cases where the head-of-household is in the process of obtaining custody or adopting an individual under the age of 18, guardianship documentation or evidence of reasonable likelihood of success must be provided. Copies of tax returns that indicate the "claiming" of a dependent may be required. A child who is temporarily (less than ninety (90) days) away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant/participant has continuous custody for more than six (6) months of the year.

(5) Remaining family members (provided that the person(s) are not minors, that the children have not been removed from the home because of abuse or neglect, that the resuming Head of Household was not the perpetrator of spousal abuse, and that the resuming Head of Household meets the PHA selection criteria and would be a responsible participant of the program). This includes a single female whose pregnancy is terminated after admission. Any remaining family members that are minors must have an adult (over the age of 18 years) that qualifies under the selection criteria listed herein and the adult must provide legal guardianship documentation in order to be designated as a head-of-household. This determination will be made at the discretion of management and will be made based on the history of responsible participation in the program. A temporary head-of-household designation can in no way be construed as a permanent head-of-household.

D. Denial of Assistance

The application will be reviewed and any ineligible applicants will be promptly notified (within ten days from the date of verification of accurate information) in writing and provided with the reason for the decision and an opportunity to request an informal review of the decision as specified in this plan.

The informal review process will include a prompt written notice of the determination to include the reason for the decision, the applicant's right and how to request an informal review (must be received within ten (10) days from the date of the notice to the applicant), and an explanation of the informal review process.

Denials of eligibility or program participation may include but are not limited to the following:

- (1) Persons who do not meet HUD's eligibility criteria.
- (2) Past participants in the Section 8 programs and former Public Housing residents of any PHA who failed to satisfy liability to a PHA for unpaid rent or damages will be considered ineligible for housing assistance for three (3) years from the date the liability is paid in full. The PHA will notify the applicant of ineligibility and the name will be dropped from the waiting list.
- (3) Any applicant that has committed fraud, bribery or any other corruption in connection with any federal or state assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from, will be determined ineligible.
- (4) See Appendix AA of this policy for ineligibility determinations involving crime, drugs or the PHA's One Strike Policy.
- (5) Any applicant who is a registered lifetime sex offender in the State of South Carolina or any other state where the applicant has lived.
- (6) Have engaged in or threatened abusive or violent behavior toward any PHA staff or resident.
- (7) Any misrepresentation of applicant's information will be considered grounds for denial of program participation or termination of assistance.
- (8) The PHA must receive income information verifying that an applicant is eligible within a period not greater than sixty (60) days before issuance of a voucher.
- (9) Applicants that have been determined ineligible must wait 90 days before re-application (should situations change) after receipt of an ineligibility letter.

(10) Have a family member who was evicted/lease terminated or had assistance terminated from public housing or the Section 8 program within the last three (3) years.

(11) The PHA will refer to Attachment 2 of this policy - Notice to Housing Choice Voucher Applicants and tenants Regarding the Violence Against Women Act (VAWA) for ineligibility requirements involving Victims of Domestic Violence.

(12) Past participants of any PHA's Public Housing program that failed to comply with the HUD mandated Community Service requirement and terminated tenancy, voluntarily or involuntarily, with a balance of community service hours unperformed, may be denied assistance until all due community service hours are doubled and completed per the PHA Community Service Policy. After completion of this requirement, the family may be considered for admission.

E. Verification Requirements

Applicants and participants must sign consent and release of information forms as required by the PHA and HUD in order for the PHA to obtain verification of income and eligibility status. Failure to sign consent and release forms will result in ineligibility and/or termination of assistance. Verification requirements include, but are not limited to the following:

(1) Income and deductions must be verified by third-party verification. Verification sources may include State and Federal Wage Collection Agencies, employers, State welfare agencies, or independent wage collection agencies such as the Work Number. Verification forms will be sent by mail, fax, or other electronic means to the appropriate third party with a request that the form be returned in the same manner as requested by the PHA. In the event that the verification is not possible due to unwillingness by source to respond or that the information is not returned within a four-week period, a notation to the file must be made and the staff must obtain third-party oral verification or such other means available. Staff will use a documented contact form for telephone verifications. Notarized statements will be used as a last resort. The GHA will not verify any income that is fully excluded unless the information is needed for some other action. Partially excluded income will be verified.

(2) Income verifications cannot be greater than sixty (60) days before the issuance of a voucher and all other verifications may not be greater than 120 days.

(3) Social Security number verifications are mandatory for all program participants. Acceptable verification includes:

valid social security cards; an identification card issued by a Federal, State or local agency, employer; medical insurance agency; earning statements from employment; IRS form 1099; or benefit award letters from government agencies. See Section IV in the event of failure to provide requested SSN verification.

(4) Copies of birth certificates or other documentation as designated by the PHA for all family members must be made available. Certification of citizenship forms must be executed by participants of the program.

(5) Child care deductions will only be given for reasonable rates (based on customary and prevailing rates at local child care centers) that are evidenced by receipts or notarized statements.

(6) Verifications must be obtainable for all other allowable deductions from income.

(7) Any other verification(s) that will indicate suitability for tenancy such as criminal background determinations, sex offender records (using the Dru Sjodin National Sex Offender Database), etc.

VIII. WAITING LIST ADMINISTRATION

If the number of applicants on the waiting list is such that there is no reasonable prospect that applicants could be issued a voucher within one year from the date of application, the PHA may suspend taking applications (close the waiting list).

Except for special admissions (see Definitions, Section V) such as persons received by the PHA under portability, and any program interchanges, selections must be made from the PHA waiting list. The PHA will utilize the Selection Section of this Plan to select participants and will adhere to the requirements in the EOHP requirements contained herein (See Equal Opportunity Housing section).

The waiting list must contain the following for each applicant: Applicant name; family unit size (number of bedrooms for which family qualifies under PHA occupancy standards); date and time of application; qualification for preference (if any); and racial or ethnic designation of the head of household.

The PHA will update and purge the waiting list on an as-needed basis. Applicants will be sent update requests to ensure continued interest. Names will be removed from the waiting list for failure to respond to requests for information, missed

appointments, application updates (failure to notify the PHA of a change of address), or if correspondence is returned from the Post Office. If the applicant did not notify the PHA of a move as required, the PHA will not be responsible for the applicant's failure to receive the updated request. If the letter is returned by the Post Office with a forwarding address noted, the PHA will resend the letter. Applicants will be given ten (10) working days to return the notice of continued interest.

The PHA will utilize reasonable accommodations practices for any applications received by handicapped individuals especially those involving sight or hearing impaired applicants.

After an applicant has been offered assistance and refused an offer of assistance, the applicant's name will be removed from the waiting list. The PHA will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to disabled (mobility impaired or hearing impaired) applicants.

The order of admission from the waiting list will not be based on family size or the unit size for which the family qualified under the PHA occupancy policy. The PHA will not skip the family with the oldest date and time of application and selections will be made in accordance with the selection preferences outlined in this Plan. Should the PHA receive funding for a specified category of families, the PHA must select applicant families in the specified category.

The PHA will maintain a separate waiting list for the Section 8 program and its Public Housing program. If the waiting list for the Section 8 or Public Housing program is open, applicants must be offered the opportunity to have their name placed on either list. The PHA will not deny any admission preference, remove the applicants' name from other waiting lists (unless requested by the applicant in writing or in accordance with failure to respond as indicated above), or refuse to list an applicant on any other waiting list.

The PHA will give public notice that it will open the waiting list and/or that families may apply for housing assistance, by publication in a local newspaper of general circulation and also by minority media. The notice will comply with the HUD-approved Equal Opportunity plan and with HUD Fair Housing requirements. The notice will state any limitations on who may apply for available slots in the program. The PHA may advertise for specific types of applicants such as those qualifying for local preferences, and may include in the

advertisement that applications from others (not in these categories) will not be accepted.

IX. SELECTIONS, EXCEPTIONS, BRIEFINGS, AND OCCUPANCY SIZE DETERMINATIONS

A. Selections:

The PHA will target at least 75% of admissions to families with incomes that do not exceed 30% of the PHA's area median income or the Federal Poverty Guidelines, whichever one is higher. The PHA may exercise its discretionary provisions of the regulations that permit fungibility between its Public Housing and Section 8 program in the targeting goals.

Offers of a voucher will be based upon funding availability. No preference will be given to any specific form of disability or handicap.

Offers for housing assistance will be taken from the waiting list as follows based on the priority order and having the oldest date and time of application:

(1) A maximum of 20 vouchers will be made available for eligible applicants referred to the Greenwood Housing Authority by Beckman Mental Health Facility, who are ready for independent living at Eagles Nest Apartments. These vouchers will be honored only at this facility only. The families would not be allowed to use these vouchers for housing assistance other than at Eagles Nest Apartments.

(2) Applicants living in Greenwood Housing Authority owned property and for the purpose of participating in the House Choice Voucher Homeownership program and only after they have completed the HCV homeownership counseling program, been approved for a mortgage, and have selected a home to purchase and signed closing documents.

(3) Applicants in need of emergency housing such as displaced by government action, natural disasters or fire provided the fire was not the result of some deliberate action of one of the family members.

(4) Non-assisted, working* applicants that live in the jurisdiction of the PHA.

(5) Non-assisted, employed less than 6 month applicant, who work for at least 16 hours per week, (at the time of voucher issuance), with wages being reported to Federal and/or State wage

collection agencies such as IRS via w-2's, 1099's, etc. or SC Employment Security Commission.

(6) Non-assisted, non-working applicants who live in the jurisdiction of the PHA.

(7) Non-assisted, working* applicants who do not live in the jurisdiction of the PHA.

(8) Non-assisted, non-working applicants that do not live in the jurisdiction of the PHA.

(9) Assisted, working* applicants that live in the jurisdiction of the PHA.

(10) Assisted, non-working applicants who live in the jurisdiction of the PHA.

(11) Assisted, working* applicants who do not live in the jurisdiction of the PHA.

(12) Assisted, non-working applicants who do not live in the jurisdiction of the PHA.

(13) Single applicants that are elderly, disabled or displaced over other single applicants.

(14) All others.

Working families include applicant households who head, spouse, or any member over 18 have been continuously employed for a period of six (6) months and working a minimum of sixteen (16) hours a week at the time of voucher issuance with wages being reported to Federal and/or State wage collection agencies such as Internal Revenue Service via W-2 or 1099 or S. C. Employment Securities Commission. Or applicant household who's head, spouse, or any member over the age of 18 that is receiving unemployment benefits for the loss of employment in which the family member was employed for a continuous period of not less than 6 months. Working families also include an applicant household whose head and spouse, or sole member is age 62 or older or meets the definition of a "person with disabilities" or is receiving social security disability benefits, supplemental security income, disability benefits, or any other payment based on the individual's inability to work.

Selection among applicants with the same priority will be according to the oldest date and time of application. In order to meet HUD's requirement that 75% of new admissions must have

incomes that do not exceed 30 percent of the area median income or Federal Poverty Guidelines, the PHA may alter its selection from the waiting list by basing its selection on income. Otherwise, the PHA will not skip the family with the oldest date and time of application and selections will be made in accordance with the selection preferences outlined in this plan. Waiting list classifications must be based on a verification and documentation. If it is determined that an applicant indicated a selection priority but does not have a verified or documented selection priority, the PHA will notify the applicant in writing providing the reasons for the decision and the opportunity for an informal review of the determination.

B. Exceptions to the Order of Selection:

(1) Participants in any "special" (non-waiting list) assistance targeted by HUD for families living in specified units. See also Section VII. B. a-g.

(2) Participants displaced because of demolition or disposition of a public or Indian housing project.

(3) Participants received from another PHA under the Statutory or Regulatory Portability requirements.

(4) If applicable, applicants willing to participate in the Family Self-Sufficiency program when it has been determined that there are no current program participants willing to enroll in the FSS program. The PHA may give a selection preference for up to 50% of its FSS slots to eligible families who have one or more family members currently enrolled in an FSS related service program (such as programs through DSS or any other local self-sufficiency program). The method of outreach will be by direct contact with such agencies or organizations. The PHA's selection for participants in the FSS program will be selected without regard to race, color, creed, religion, sex, handicap, familial status or national origin.

(5) If applicable, the PHA may alter its selection from the waiting list by basing its selection on income, in order to meet HUD's requirement of 75% new admissions must have incomes that do not exceed 30 percent of the area median income, with adjustments for smaller and larger families.

C. Briefings:

Applicants will be notified as their name nears the top of the waiting list for appointment times for an update of the application and verification process. All information including

income, income from assets, eligible deductions, family composition, and preference status (if applicable) will be verified and reviewed prior to enrollment.

Group/individual enrollment sessions will be scheduled and applicants will be notified of the date and time. Should the applicant notify the PHA of their inability to be present at the enrollment session, the PHA will provide a rescheduled time; however, failure to attend such sessions will result in removal of their name from the waiting list. As indicated in Section VIII, Waiting List Administration, applicant names will be removed from the waiting list for failure to notify the PHA of a change of address.

Oral briefing sessions and packets of information will be given to families that are issued vouchers, to include but not limited to, the following:

- (1) A description of how the program works.
- (2) Family and owner responsibilities.
- (3) Where the family may lease a unit, including renting a unit inside or outside the PHA's jurisdiction.
- (4) In briefing a family that includes any disabled person, the PHA must take steps to ensure effective communication in accordance with 24 CFR 8.6 (auxiliary aids, TDDs, etc).
- (5) Term of the voucher and PHA policy on extensions or suspensions of the term.
- (6) Information on Fair Market Rents (FMRs), Payment Standards, utility allowance schedule, how the PHA determines the payment standard for a family, and how the PHA determines the total tenant payment and HAP amount.
- (7) How the maximum rent is determined, if applicable.
- (8) A statement of the policy of the PHA on providing information to owners.
- (9) For welfare-to-work families, specification of any local obligations of a welfare-to-work family and an explanation that failure to meet obligations is grounds for PHA denial of admission or termination of assistance.
- (10) Things the family must consider in choosing a unit, i.e., location of the unit and the PHA's jurisdictional limits, poverty areas renting outside of poverty areas, condition of the

unit, rent reasonableness, energy efficiency, tenant-paid or owner-paid utilities.

(11) Information on federal, State and local equal opportunity laws, and a copy of the housing discrimination complaint form.

(12) Other information to be provided will include, but not be limited to, the following: HUD brochures, lease addendum language, Request for Lease Approval form, subsidy and occupancy standards, lead-based paint information, list of accessible units that PHA knows of (for persons with disabilities), list of landlords, portability information, grounds for PHA terminations, and informal hearing procedures.

Failure of applicant to keep pre-scheduled briefing appointments (after second notification) without verifiable justification for the missed appointment will result in denial of housing assistance.

All applicants will execute and be given a Federal Privacy Act Notice. The information provided will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the requested information may result in a delay or rejection of eligibility approval.

D. Subsidy Standards/Occupancy Size Determinations:

Occupancy standard/unit size will be determined at the time of enrollment based on the following criteria:

(1) A voucher will be issued for the smallest unit size consistent with program requirements and Housing Quality Standards.

(2) The bedroom size assigned will not require more than two persons to occupy the same bedroom.

(3) The PHA will make every attempt, based on funding availability, to assign persons over the age of six (6), and of different sex and generation (more than a 10 year difference in age) separate bedrooms (other than husband and wife).

(4) The PHA will make every attempt, based on funding availability, to not require children to share a bedroom with a single parent

(5) A child who is temporarily away from the home because of

placement in foster care is considered a member of the family in determining unit size.

(6) Any live-in aide (approved by the PHA to reside in the unit) must be counted in determining the family unit size.

(7) Bedroom size assignments may be made in accordance with HUD guidelines as follows:

| No. of Bedrooms | Minimum Person(s) | Maximum Person(s) * |
|-----------------|-------------------|---------------------|
| 1 | 1 | 2 |
| 2 | 2 | 4 |
| 3 | 3 | 6 |
| 4 | 4 | 8 |
| 5 | 6 | 10 |

* Exceptions to these standards will be permitted only for situations involving physician orders for separate bedrooms because of health problems, permitted circumstances of family members temporarily away from the housing unit, or if the family is willing or wants to move into a unit that deviates from the standards, e.g., landlord's approval of a mother with two infants living in a one-bedroom unit. Participants will be allowed to use non-sleeping areas as a bedroom (subject to landlord approval); however, the unit bedroom size will be determined by the PHA. Additional rooms for sleeping will not be counted as bedrooms unless the room has been redesigned as a bedroom (includes closet and HQS required open able window). In these exceptions, the PHA reserves the right to approve or disapprove such accommodations that may lead to unsafe or overcrowded conditions.

X. ENROLLMENTS, FORM OF ASSISTANCE, REQUEST FOR LEASE APPROVALS, and LEASES

A. Enrollments

After October 1, 1999, the PHA will only issue Housing Choice Vouchers.

B. Term of Vouchers and Requests for Lease Approval

Vouchers will be issued for a sixty (60) day period. Two thirty (30) day extensions (not to exceed an additional sixty (60) days) may be given at the discretion of the Housing Director under extenuating circumstances such as severe illness or hospitalization (documentation may be required), extremely large families seeking scarce larger bedroom units, persons needing

units designed for the disabled, or for a unit that the family has located and repairs are in progress.

In the event a family includes a member with disabilities and requests an extension of the initial voucher term as a reasonable accommodation, the PHA must extend the voucher term up to the term reasonably required for that purpose.

The PHA may provide for suspension of the initial or any extended term of the voucher (if the family has submitted a request for lease approval prior to the term expiration) up to the time when the PHA approves or denies the request.

In the event that a unit is not found within the time frames outlined, the voucher expires, the applicant's name is removed from the waiting list, and the voucher is available for issuance to another family.

When issuing the Housing Choice Voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person to approve the tenancy to approve a unit during the initial term of the voucher. The PHA may find it necessary to extend the voucher until funds are available.

The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant when the HAP contract between the PHA and the owner takes effect.

C. Requests for Lease Approval and Approval to Lease a Unit

Only one Request for Lease Approval at a time may be submitted to the PHA by a family. When the potential program participant returns a Request for Lease Approval, completed and executed by an owner within the time frames set forth above, an inspection of the unit will be conducted by the PHA within 15 days of submission to PHA of Request for Lease approval (or a reasonable time in the event the unit is not available for inspection) to ensure compliance with the Housing Quality Standards (HQS). All potential program participants are informed of the HQS requirements during the briefing session to minimize unnecessary inspection of units that would not pass the inspection in a timely manner and to assist the family in locating a unit within the sixty day period.

The following criteria must be met in order for a unit to be placed under the program:

(1) The unit and owner must meet the eligibility requirements of the program;

(2) The unit must pass the HQS inspection;

(3) The rent must be rent reasonable; and

(4) Where the gross rent of a unit exceeds the applicable payment standard for the family, the family's share of rent does not exceed 40% of the monthly adjusted income (for all initial occupancy of a unit including moves to new units).

If the unit cannot be approved or the tenancy denied, the PHA will notify the family and the owner in writing. If the problem can be cured, the notification will include any required actions.

Families will be advised during briefings that HAP contracts cannot be executed by the PHA and no HAP payments made in the event that the above conditions are not met. The family will also be advised that the PHA will not assume any responsibility for payments due under a lease unless and until a HAP Contract is executed.

D. Leases

The tenant and owner must enter into a written lease for the unit. The owner's lease must be used if the owner uses a standard lease form for rental to unassisted tenants. In the event that the owner's standard form lease is used, the HUD-prescribed tenancy addendum must be attached. If the owner does not use a standard lease form, the owner may use the PHA model lease.

Any changes in the lease or rent must be in writing and provided to the PHA and tenant at least sixty (60) days prior to any such changes taking effect. Rent changes are subject to the PHA and HUD rent reasonableness requirements.

The PHA must approve any new tenancy and a new HAP contract must be executed under any of the following circumstances:

(i) in the event of any change to the lease regarding responsibility for utilities or appliances;

(ii) changes to the term of the lease; or

(iii) if the family moves to a new unit even if the unit is in the same building or complex.

XI. INCOME DETERMINATIONS, DEDUCTIONS FROM INCOME, and HOUSING ASSISTANCE PAYMENT CALCULATIONS

A. Income Determinations

Income will be based on the anticipated total income from all sources (unless indicated on Attachment 1, Income Exclusions), including net income derived from assets (actual and/or imputed), receiving by the participant family, for the 12-month period following the effective date of initial determination or re-examination/re-certification.

In the event that it is not feasible to anticipate income for a 12-month period, the PHA may use the annualized income anticipated for a shorter period of time, or in the event an anticipated amount cannot be determined (such as for temporary or seasonal employees) the income can be determined by using the previous 12-month period.

Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency.

B. Deductions from Income

Deductions (as permitted by Federal Regulations) from gross income for rent calculation purposes are set forth in Attachment 1 of this plan.

C. Housing Assistance Payment Calculations

After October 1, 1999, all families will receive assistance under the housing choice voucher program and HAP calculation will be done according to HUD regulations (see 24 CFR Part 5 and 982).

XII. PAYMENT STANDARDS AND MONTHLY HAPS

A. Payment Standards

Payment standards are established by the PHA for the each FMR area and for each exception rent area (if applicable) and are reviewed annually. The payment standard for each unit size will

be between 90% and 110% of the current FMR as published by HUD unless an HUD exception rent is approved.

The PHA will utilize between 90% and 100% of the current FMR as its payment standard; however, in the attempt to assist families with deconcentration of poverty and housing options other than high crime areas, the PHA will payment standards above 100% (up to 110%) for exception rent areas based on census tracts.

The PHA will utilize local market data gathered in its rent reasonableness studies, success rates of families in locating units, and the percentage of annual income those families are paying for rent to determine payment standards.

B. Payment Standard for a Family

(1) Payment standard for a family are based on the **lower** of:

(i) the payment standard amount for the family unit size; or

(ii) the payment standard amount for the unit size of the unit rented by the family.

(2) If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount for the exception area.

(3) During the first 24 months of the HAP contract term, the payment standard for the family is the higher of:

(i) the initial payment standard (at the beginning of the contract term), as determined in paragraph # 1 above, minus any amount by which the initial rent to owner exceeds the current rent to owner; or

(ii) the payment standard, as determined in paragraph #1 above, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

(4) After the first 24 months of the HAP contract term, the payment standard for a family is the payment standard as determined in #1 above, as determined at the effective date of the most recent regular reexamination of family income and composition after the beginning of the HAP contract term.

(5) At the next regular reexamination following a change in family size or composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term, the new family unit size must be used to determine the payment standard and the provisions of 3(i) above do not apply.

(6) When there is a decrease in any payment standard, the GHA will use the lower payment standard to calculate the family's HAP beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard.

C. Monthly Housing Assistance Payments

The PHA will pay a monthly HAP on behalf of the family that is equal to the lower of:

(1) The payment standard for the family minus the total tenant payment;

OR

(2) The gross rent minus the total tenant payment.

HAP payments will be prepared so that owners will receive checks no later than the tenth (10th) day of each month. Payments will be issued on or about the fifteenth (15th) day of the month for any HAP contracts not fully processed in the computer system for any reason such as initial lease up, rent adjustments, etc.

HAP payments not prepared by the tenth (10th) of each month may be considered eligible for late fees, upon written request of the landlord/owner, with the exception of:

- (1) Suspensions as related to HQS failed inspection;
- (2) Abatements as related to HQS failed inspection;
- (3) Income re-determinations; **or**
- (4) Late/incomplete re-certifications or new admissions.

XIII. RENT REASONABLENESS AND RENTAL INCREASES

A. Rent Reasonableness:

The PHA may not approve a lease until the PHA determines that the initial rent to owner is reasonable. Rent reasonableness must be redetermined for rent increases, if there is a five percent decrease in published FMRs (in effect 60 days of contract anniversary), if directed by HUD, or at any other time the PHA deems necessary.

Rents for units placed in the Section 8 program must be considered rent reasonable for comparable, unassisted units in the area or unassisted units. The program regulations permit the PHA to disapprove any unit that is not considered rent reasonable. Rent reasonableness documentation will be maintained for all units placed under the Section 8 program.

The PHA will maintain and update periodically a rent reasonableness guide of unassisted units to assist in this process. The PHA's process will include a comparison that will include the following criteria:

- (1) The location, quality, size, unit type, and age of the contract unit; and
- (2) Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Owners will, by accepting each monthly housing assistance payment, certify that the rent to owner is not more than rent charged by owners of comparable unassisted units in the premises or area. Owners must give the PHA information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

B. Rental Increases:

After the initial 12 months under a HAP contract, owners that want a rent increase must submit a written request to the PHA at least sixty (60) days prior to the annual recertification date. In order to receive a rent adjustment, the owner must have complied with all requirements of the HAP contract and HQS during the year before the annual anniversary date.

The adjusted rent to owner equals the lessor of:

(1) The reasonable rent (as most recently determined or redetermined by the PHA in accordance with the requirements of this policy). AAF's (Annual Adjustment Factors) published by HUD are no longer applicable. All references to rental adjustments using AAF's are removed.

(2) The amount requested by the owner.

C. Rental Increases for Subsidized Projects:

The rent to owners in an insured or non-insured Section 236 project, a Section 515 project, a Section 202 project, or a Section 221 (d) (3) project must be adjusted to follow the subsidized rent. The Section 8 annual adjustment factors are not to be used for adjustments in subsidized projects and special adjustments are not permitted by HUD.

The PHA has discretion to reduce the initial rent to owners because of other governmental subsidies, including tax credits, tax exemption, grants or other subsidized financing for regular tenancy.

XIV. HOUSING QUALITY STANDARDS

A. Inspections:

All housing units must have an initial inspection and must pass the Housing Quality Standards as set forth in the Federal Regulations, HUD Handbook 7420.7, and pertinent State Laws to be placed under the Section 8 program. In addition, the HA may require that units comply with the minimum Housing Code for the City of Greenwood. HUD allows for Biennial inspections of Section 8 units, however, the GHA will continue to inspect units annually.

As permitted by the Federal Regulations, the HA has adopted more stringent requirements for units to be placed under the Section 8 program. These standards are as follows:

(1) All windows designed to open must have window screens.

(2) No habitable room other than a kitchen shall be less than seven (7) feet (2134 mm) in any dimension.

(3) Mobile homes must pass the PHA's mobile home standards as indicated below.

- (4) Exteriors of units must be free from peeling or chipping paint per HQS requirements.
- (5) Foundations must be free from cracks, holes, deterioration, severe buckling, bowing or leaning.
- (6) Exterior entry doors must be solid with no holes and open/close properly. Doors must be lockable, with standard lock and hardware, and must be weather sealed.
- (7) Roofs must be maintained to guarantee they are not leaking.
- (8) Porches or drop-offs higher than 30 inches above grade must have protection, i.e. guard rails, fences, etc.
- (9) Steps with four or more risers must have handrails.
- (10) Interior walls must be free from holes and loose/chipping/peeling paint.
- (11) Ceilings must be free from holes.
- (12) Floors and floor coverings must be free from holes and tripping hazards.
- (13) Windows designed to open must be open, remain open, close, seal and lock properly. Windows can have no broken panes. Cracks in panes that are longer than three inches, cause any looseness, creates a cutting hazard or allows air infiltration are deficient.
- (14) All receptacles, light switches and fixtures must work properly with no broken plates or covers that would allow any foreign objects to enter the electrical box.
- (15) Smoke detectors are required.
- (16) All units must be connected to an approved water and sewage system.
- (17) Water and sewer plumbing fixtures, faucets, and lines must be free from leaks and in proper working condition
- (18) Toilets must be properly secured to the floor.
- (19) Bathrooms must have an open able window to the outside or exhaust fan vented.

(20) Water heaters must have temperature pressure relief valves with discharge drain lines. Heaters that are not protected by an enclosure or in a dedicated mechanical room must be discharged outside the unit.

(21) All eyes, elements, burners, oven doors, handles, and knobs of stoves must be in proper working order.

(22) Refrigerators (freezer and refrigerator compartments) must maintain a temperature to keep foods from spoilage. All door gaskets, handles, shelves, and racks must be in good condition, and in working order.

(23) Heating system must provide adequate heat to entire unit.

(24) Space heaters must be vented.

(25) Closed type gas furnaces must be properly vented.

The HA will make every effort to conduct unit inspections for new participants within seven (7) days after receipt of the Request for Lease Approval. When possible, the HA will request that the owner be present during the initial inspection; however, in any case, results of the inspection will be provided to the owner and family as soon as possible after the inspection.

The HA will use its best efforts to execute the Housing Assistance Payment (HAP) contract before the beginning of the lease term; however, the HAP contract cannot be executed until a unit passes the above requirements and the participant has executed the lease agreement. Failure of the participant to execute the lease or failure of the landlord to execute the Housing Assistance Payment contract within five (5) working days of notification by the HA can result in termination of assistance. Potential participants will be advised that they are responsible for all rent should they enter into a lease agreement with an owner prior to passing inspection and the execution of a HAP contract with the owner.

Failure of the program participants to keep rescheduled inspections appointments (after the second appointment notification) without verifiable justification for the missed appointment can result in termination of the housing assistance as indicated in this Policy.

B. Mobile Home Standards:

- (1) Data plates are required.
- (2) Exterior doors must be solid and/or insulated.
- (3) Exterior doors that open inward must have storm doors.
- (4) Jalousie (roll-out) type windows are not permitted except in bathrooms.
- (5) No aluminum wiring units (built 1977 or earlier) accepted.
- (6) Storm windows are required on all windows designed to have storm windows.
- (7) Underpinning and appropriate tie downs are required. If galvanized or vinyl skirting is used, it must have frame for backing and joining edges (seams), secured and sealed. Cracks or holes in the underpinning that would allow vermin to enter the crawl space are deficient.
- (8) Handrails must meet HUD HQS specifications.
- (9) One smoke detector must be located near each bedroom.
- (10) Must be free from loose, chipping/peeling paint, wall paper, or paneling on interior of unit.
- (11) Floor coverings must be full coverage with no tripping hazards or worn areas that would create an unsanitary condition. Coverings must be flush to the walls and properly attached with proper base molding.
- (12) All exterior windows and doors must be weather sealed.
- (13) All doors (interior and exterior) must open and close properly. Interior doors must lock properly, if equipped with locking hardware. Interior doors cannot have holes that penetrate through the door or be larger than HQS standards.

Final determinations of HQS deficiencies are at the discretion of the GHA.

C. Annual Inspections:

Annual inspections must be made on each unit under the program or before the annual recertification period for the

participant.

D. Move-out Inspections:

Move-out inspections will be conducted, when it is deemed necessary, by the HA and in accordance with Section XIV.

E. Quality Control Supervisory Inspections:

Supervisory inspections in accordance with HUD's SEMAP requirements will be done during each calendar year. The inspections will be a random sampling of initial inspections as well as annual HQS inspections that were performed during the year. These inspections will be performed by a person designated by the Housing Director of the Greenwood Housing Authority (Must be someone other than the Inspector). A separate Quality Control Log will be maintained for the supervisory inspections.

F. Units Failing Housing Quality Standards:

Owners and participants will be notified in writing of all unit deficiencies and fail items and a timetable for correction. Emergency items (threat to health or safety) will necessitate contact by telephone (followed by correspondence) and must be corrected within 24 hours. Failure of the participant/owner to correct emergency items will result in the immediate termination of the contract without adherence to the notice requirements.

All other non-emergency repairs must be done after notification by the HA within a reasonable time (as prescribed by the HA) up to 30 days after notification except for painting. The HA may provide an extended period for painting based on weather conditions. Housing Quality Standard fail items not corrected in the time frames provided by the PHA's written notification by the responsible party (owner or participant family) will result in abatement of the HAP payment. If the HQS items have not been corrected within 30 days of notification of the abated HAP payment, the HAP contract will be terminated. Participants who have continued to meet the program requirements will be provided with a certificate or voucher to find another unit.

In the event that HQS inspections determine that there are serious housekeeping problems, the HA will notify the family and owner in writing of the conditions and strongly recommend that the owner take whatever action necessary to include conducting more frequent inspections. The correspondence will include

notice that the unit may fail inspection based on the unit's failure to meet the required decent, safe, and sanitary requirements of the program and could lead to HAP contract termination.

XV. LEASE/OWNER APPROVAL, SECURITY DEPOSITS, UTILITIES AND HAP CONTRACTS

A. Lease/Owner approval.

(1) Nothing in this plan or in the Federal regulations intend to give any owner any right to participate in the housing programs. The PHA will not approve a unit under any of the following conditions:

(a) If information has been provided that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

(b) If directed by HUD that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or any other federal equal opportunity requirement, and such action is pending; or a court or administrative agency has determined that the owner violated such requirements.

(c) If the owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

(d) If the owner has committed any fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

(e) The owner has engaged in any drug-related criminal activity or any violent criminal activity.

(f) The owner has a history or practice of failing to terminate tenancy of tenants of units for activity engaged in by the resident, any member of the household, a guest or another person under the control of any member of the household that:

(i) threatens the right to peaceful enjoyment of the premises by other residents;

(ii) threatens the health or safety of other residents, PHA employees, or of owner's employees;

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

(iv) is drug-related criminal activity or violent criminal activity

(g) The owner has a history or practice of non-compliance with the HQS for units leased under the programs of the PHA or any other federal housing program.

(h) The owner has a history or practice of renting units that fail to meet State or local housing codes.

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

(j) If the owner is the parent, child, grand-parent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

(2) Owners will be advised that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility. Listing of a family on the PHA waiting list, or selecting a family for participation in the program, is not a representation by the PHA to the owner about the family's expected behavior or suitability for tenancy.

The PHA must give the owner information it has as to the family's current address and the name and address (if known) of the landlord at the family's current and prior address. The PHA may give the owner information about the family's tenancy history or about any drug-trafficking activity by the family members.

All owners and families will be provided the same types of information.

(3) The PHA will utilize the owner's lease form that the owner uses for other unassisted units or if the owner does not have a standard form, the PHA will provide a standard form lease.

The Section 8 staff must review all owners' leases for HUD required provisions (see Regulation 982.308 for requirements) and prohibited lease content prior to execution. The HUD Lease Addendum form must be executed and attached to all owner lease forms in order for the unit to be accepted under the program. In the event the owner refuses to execute the HUD Lease Addendum, the PHA cannot execute a HAP contract with the owner.

B. Security Deposits.

Effective on and after October 2, 1995, owners may collect a security deposit from the tenant; however, the security deposit may not be in excess of amounts charged by the owner to unassisted tenants.

Leases and HAP contracts executed prior to October 2, 1995 may continue, unless terminated for any reason, if the owner does not desire to change the security deposit amount to the above set forth allowable amount (prior to October 2, 1995, the security deposit was the greater of one month's TTP or \$50.00). Vacancy loss amounts and/or damage claims remaining under the old version of the HAP Contract will be determined in accordance with the executed HAP Contract and the Federal Regulations.

For contracts initiated after October 2, 1995, Landlords will be advised to collect market rate security deposits for unassisted units. Should the tenant vacate the unit owing unpaid rent or amounts for damage claims, the PHA is not responsible for any reimbursement to the owner should the security deposit be insufficient to cover amounts the tenant owes under the lease. Owners will be advised that it will be necessary to collect any balances owed from the tenant.

Any unused or unclaimed portion (amounts owed by the family to the owner for unpaid rent or amounts owed under the lease) of a security deposit must be refunded to the family by the owner.

C. Utilities.

Prior to any HAPs being paid to an owner, the family must submit documentation that indicates the utilities have been placed in the family's name and have been turned on, unless the utilities are included in the contract rent. Participants will be required to prove, at recertification time, that the utilities are being continued by the family.

The PHA will adopt and update, as necessary, the utility allowance schedule to be used for computing utility allowances.

If there has been more than a 10% change in the utility rates in the jurisdictional area of the PHA, the PHA must revise the utility allowance schedule.

If the participant is entitled to receive a utility check, the family may request that the utility check be paid directly to the utility company. Otherwise the check will be made payable to the participant.

The GHA will use the appropriate utility allowance for the lesser of the size of dwelling unit actually leased by the family or the voucher size issued, as determined under the PHA subsidy standards.

The PHA must approve a utility allowance which is higher than the applicable amount on the schedule should same be requested by a family that includes a person with disabilities. The PHA will use its discretion in considering a Reasonable amount of increase based on individual circumstances.

D. HAP Contract.

The PHA will use its best efforts to execute the Housing Assistance Payment (HAP) contract before the beginning of the lease term; however, the HAP contract cannot be executed until a unit passes the above requirements and the participant has executed the lease agreement. The Housing Assistance Payment (HAP) contract must be executed no later than 60 calendar days from the beginning of the lease term. Failure of the participant to execute the lease or failure of the landlord to execute the Housing Assistance Payment contract within five (5) working days of notification by the PHA of the end of such period can result in termination of assistance. Any HAP contract executed after the 60-day period is void, and no HAPs will be paid to the owner.

Potential participants will be advised that they are responsible for all rent should they enter into a lease agreement with an owner prior to passing inspection and the execution of a HAP contract with the owner.

The PHA may, in extenuating circumstances, pay housing assistance payments after execution of the HAP contract (in accordance with the HAP contract), to cover the portion of the lease term before execution of the HAP contract not to exceed 60 days.

Upon execution of the HAP contract, the unit passing inspection and the move-in date of the participant, the PHA will commence payments on behalf of the family. Payments will

continue until the contract is canceled/terminated or the family's total tenant payment equals gross rent. The termination of eligibility at such point will not affect the family's other rights under its lease, nor will such termination preclude the resumption of payments as a result of later changes in income (for a period not to exceed 180 days), rents or other circumstances during the term of the contract. Eligibility may be terminated in accordance with the contract requirements for failure to submit requested verifications, failure to meet any of the disclosure and verification requirements of the program, failure to comply with the reexamination requirements set forth herein, and/or failure to sign and submit consent forms. The HAP contract automatically terminates when there are no housing assistance payments made on behalf of the family for a period exceeding (1) one hundred eighty (180) days for units under HUD HAP Contract forms with print date of 9/95, or (2) one year after the last housing assistance payment on behalf of the family under HUD HAP Contract forms with a print date prior to 9/95.

HAP payments will be prepared so that owners will receive checks no later than the tenth day of each month. Payments will be issued on or about the 15th day of the month for any HAP contracts not fully processed in the computer system for any reason such as initial lease-up, rent adjustments, etc.

Upon inspection by the PHA, written notification of any tenant-caused damage will be reported to the family and the owner. Failure of the family or the owner to correct any failed housing quality standards, regardless of responsibility, is grounds for termination of the HAP. The PHA will provide written notice of any such HAP termination to the family and the owner.

The PHA will abate payment or housing assistance in part or in whole (depending on the date repairs were completed) if it is determined that the owner/landlord is responsible for and is not meeting obligations under the HAP contract for maintaining and operating the unit according to the Housing Quality Standards or any other standards established in the lease or by this policy. A written notification of such abatement will be sent to the landlord and resident. Termination of the HAP contract may occur in the event that a unit continues to fail Housing Quality Standards after the time period provided by the PHA for repair has passed.

E. Lease Terminations by Owners

(1) The owner may not terminate the tenancy except on the following grounds:

(a) Serious or repeated violation of the lease terms and conditions;

(b) Violation of federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or

(c) For other good cause.

(2) The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract between the owner and the PHA. However, the PHA will pay the HAP amount due if the family continues to reside in the unit until the owner has obtained a court judgment or other process allowing the owner to evict the tenant or when the HAP contract is terminated. The PHA's failure to pay the HAP to the owner is not a violation of the lease between the owner and the tenant. During the term of the lease the owner may not terminate the tenancy of the family for nonpayment of the PHA's housing assistance payment.

(3) The owner may terminate the lease for any activity engaged in by the resident, any member of the household, a guest or another person under the control of any member of the household that:

(i) threatens the right to peaceful enjoyment of the premises by other residents;

(ii) threatens the health or safety of other residents, PHA employees, or of owner's employees;

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

(iv) is drug-related criminal activity or violent criminal activity including the manufacture of methamphetamine.

(4) Other good cause for termination of tenancy by the owner may include, but is not limited to, disturbance of neighbors, destruction of property, living or housekeeping habits resulting in damage to the unit, or the owner's desire to use the unit for personal use.

(5) Owners must give the tenant and the PHA a written notice that specifies the grounds for lease termination (may be included with an eviction notice, if applicable).

(6) Owners may keep the HAP for the month when the family moves out of the assisted unit. The PHA will not make any HAP to the owner for any month after the month when the family moves out.

(7) If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last HAP (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

(8) The PHA will refer to Attachment 2 of this policy - Notice to Housing Choice Voucher Applicants and Tenants Regarding the Violence Against Women Act (VAWA) for policy on termination regarding Victims of Domestic Violence.

F. HAP Contract Terminations by the PHA

Program participants must comply with Section XVI (B) in cases of a desire to move to another unit with or without justification (such as change in job location). Program participants that have mutually agreed with a landlord to cancel a lease, must provide the PHA with 30 days written notice of intent to vacate the unit for any reason (voluntarily leaving the program or desire to relocate to another unit). Notification to the owner must be in accordance with the Lease requirements. Participants will be allowed to request another Voucher in the event of a desire to relocate to another unit (with notice as above indicated). The participant's time limit (60 days), in the event of a failure to locate another unit, will not be extended (except under emergency circumstances previously described in Section IX (G)).

Other than the termination of eligibility as set forth above, terminations will be made in accordance with the terms and conditions of the HAP contract with the owner. Terminations of a family's assistance in the program will also necessitate termination of the HAP contract with the owner. The following are grounds for the PHA's termination of the HAP contract and the families' assistance:

- (1) If the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program, the following guidelines will be followed:
 - (a) The PHA will implement cost cutting measures as referenced in PIH notice 2011-28.
 - (b) In accordance with Federal Regulations, the PHA may deny portability and transfers.
 - (c) The PHA will use a first in/first out process

for determining those participants whose assistance will be suspended. Excluded in the selection process would be elderly or disabled participants including head or spouse. Otherwise, participants will be selected based on the oldest date of admission.

- (d) Participants whose assistance has been terminated will be maintained at the top of a separate waiting list and will be re-instated in the same order that they were terminated as funding becomes available.
- (e) Since the HAP contract was terminated, the participant will be entered as a new admission and would not resume assistance with the original program admission date.
- (f) Owners and participants will be notified at least thirty (30) days prior to the HAP contract termination. There is NO appeal for terminations due to insufficient funding.

(2) Action or inaction (failure to act) by the participating family or violation of family obligations, termination of tenancy, eviction, or failure to correct any family-caused housing quality standards failure (including failure to keep continuous utility services, provision and maintenance of any appliances that the owner does not or is not required to provide, or failure to repair or reimburse the owner for any damage to the dwelling unit or premises by any member of the household or guest).

(3) Allowing any unauthorized person(s) to live in an assisted unit beyond a visitor period not to exceed (14) days.

(4) If a participant has committed any fraud or has made willful misrepresentations in connection with any federal housing assistance program.

(5) The family has violated any participant obligation or breached any agreement (see obligations of the family).

(6) Failure to comply with the requirements under a contract of participation in the Family Self-Sufficiency program.

(7) See Appendix AA of this policy for terminations involving crime, drugs or violations of the PHA's One Strike Policy.

(8) Any uncorrected Housing Quality Standards failures or any family instituted or caused failure of any of the Housing Quality Standards.

(9) Failure to continuously occupy the unit under lease and HAP contract for more than 60 consecutive days (no member of the family is residing in the unit) unless the PHA provides approval of the absence for extenuating circumstances. In no case shall the family be permitted to be absent from the unit for a period of more than 180 consecutive days.

(10) Failure of the part of the landlord/owner to correct any Housing Quality Standards.

(11) Mutual rescission of the lease by the owner and participant.

(12) Participant move with proper notice to owner and PHA.

(13) Moves required due to over-crowded or under-occupied units.

(14) Rental increases by owners beyond rent reasonableness for the area.

(15) 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.

(16) If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit that occurred prior to the effective date of the Unified Rule for tenant-based assistance, or other amounts owed by the family under the lease.

(17) If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

(18) A violation of HQS space standards because of an increase, decrease due to a change in family size and composition. The PHA must issue the family a new voucher and the family must find and select a new unit that meets the program requirements. In the event the family refuses to move when notified, the PHA will terminate the HAP contract and assistance.

(19) As applicable to the HAP contract, either one year or one hundred eighty (180) days after the last housing assistance payment is made to an owner on behalf of a family (automatic termination).

- (20) Failure to accurately report income.
- (21) See Attachment 2 of this policy - Notice to Housing Choice Voucher Applicants and Tenants Regarding the Violence Against Women Act (VAWA) for terminations regarding Victims of Domestic Violence.

The PHA will provide written notice (according to the terms and conditions of the HAP contract, the Rental Voucher) of program termination, and will indicate if the participant has the right to an informal hearing (see Complaint and Hearings Section).

G. Damage Claims

This part is being removed. The Housing Choice Voucher Program does not address or allow payments to owners for tenant damages.

XVI. HOUSING AUTHORITY, OWNER, AND PARTICIPANT RESPONSIBILITIES AND OBLIGATIONS

In addition to provisions contained in the Voucher, HAP Contract and/or Lease, the following are included but not limited to, the responsibilities and obligations of the parties participating in the programs:

A. Housing Authority:

- (1) Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
- (2) Public invitation to owners to make units available for leasing by eligible families and development of working relationships and contracts with landlords, appropriate agencies, associations, and groups.
- (3) Receipt and review of applications, verification of income, and other factors related to eligibility, amounts of assistance, and maintenance of a waiting list.
- (4) Issuance of Vouchers to eligible families.
- (5) Notification of families determined to be ineligible.
- (6) Provision to voucher holders of basic information on

applicable housing quality standards, inspection procedures, owner and tenant responsibilities, and basic rules.

(7) Determination of Total Tenant Payment and Tenant Rent.

(8) Determination of Housing Assistance Payments (HAPs).

(9) Explanation of program procedures to owners.

(10) Review of and action on Requests for Lease Approval, including monitoring to assure that the limitations on use of Section 8 housing assistance in subsidized projects are observed.

(11) Distribution of Housing Assistance Payments.

(12) Provision of housing information to assisted families and referral of such families to appropriate social service agencies, if needed.

(13) Reexamination of income, family composition, medical expenses or other eligible expense, and redetermination of Total Tenant Payment and Tenant Rent.

(14) Adjustment of the amount of Total Tenant Payment, Tenant Rent, utility reimbursement, and/or HAP.

(15) Inspections to determine that units are maintained in decent, safe, and sanitary condition, and written notification to owners and families of adverse determinations.

(16) Administration and enforcement of Contracts with owners and taking appropriate action in cases of noncompliance, default, program abuse and fraud.

(17) Compliance with equal opportunity requirements, including efforts to provide families' assistance in locating housing in areas outside of economically and racially concentrated areas.

(18) Determine who can live in the assisted unit, at admission and during the family's participation in the program.

(19) Conduct informal reviews of certain PHA decisions concerning applicants for participation in the program.

(20) Conduct informal hearings on certain PHA decisions concerning participant families.

(21) Provide sound financial management of the program, including engaging an independent public accountant to conduct

audits.

(22) Issue IRS Form-1099 for rental payments to agents/owners (to the Payee on issued rental payments and/or whoever executes the HAP Contract).

(23) Any other task given priority consideration and support by the Board of Commissioners.

(24) Comply with Attachment 2 of this policy entitled Notice to Housing Choice Voucher Applicants and Tenants Regarding the Violence Against Women Act (VAWA).

B. Owners/Landlords:

(1) Performance of all property management and renting functions, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

(2) Maintaining the unit in accordance with HQS or other standards as specified in this Administrative Plan, including performance or ordinary and extraordinary maintenance.

(3) Payment for utilities and services (unless paid directly by the family).

(4) Collection of security deposit, the tenants' contribution of rent, and any charges for unit damage by the family.

(5) Collection, preparation and reporting of information required under the Housing Assistance Payment Contract.

(6) Compliance with the applicable provisions of this Administrative Plan.

(7) Compliance with equal opportunity requirements.

(8) Notify the PHA and family of any changes in the amount of rent at least sixty days before any such changes take effect, and any such changes are subject to rent reasonableness requirements.

(9) Notify the PHA of any proposed charges (including charges for household appliances, utilities, or any other service) to the tenants' family other than those in the approved HAP contract and lease.

(10) Determining when to evict, advising the PHA, and proceeding with the action through proper legal action.

(11) Comply with South Carolina Landlord Act and any amendments thereto.

C. Program Participants:

(1) Execute or provide any required certifications, consent and release of information forms, or other documentation which the PHA or HUD determines to be necessary, including submission of required documents required for initial, interim or annual reexamination of family income and composition (includes submission of required evidence of citizenship or eligible immigration status). All income, including income increases, must be reported.

(2) Allow the PHA or landlord/owner to inspect the dwelling unit at reasonable times and after reasonable notice (no notice required for cases of an emergency).

(3) Notify the Housing Authority by a mail certified thirty (30) day notice before vacating the dwelling unit.

(4) Use the dwelling unit solely for residence by the PHA approved family as the family's only residence.

(5) Comply with the term of the lease agreement.

(6) Prevent any damage or family-caused housing quality standards failure (including continuous utility services), control the conduct and/or actions of their family members, guests and visitors, and if any damage occurs, pay for any damage to the unit that are caused by the tenant, family, guests, or visitors.

(7) Refrain from committing any fraud in connection with the Section 8 program or any other Federal, State or local assistance program.

(8) Refrain from receiving assistance under the Section 8 program while occupying or receiving assistance for occupancy of any other unit assisted under any subsidized housing program.

(9) Refrain from assigning the lease or transferring the unit by any means.

(10) Refrain from engaging in crime or drugs (see Appendix AA of this policy).

(11) Not allowing any individuals unauthorized by the PHA

to live in the unit. Guests or visitors may only be permitted to visit with the family for not more than fourteen (14) days subject to notification to the PHA.

(12) Refrain from activity on the part of any member of the family, guests or visitors that would disturb any neighbor's peaceful enjoyment of their own accommodations.

(13) Disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with federal regulations.

(14) Provide the PHA a copy of any owner eviction notice.

(15) Notify the PHA of any absence from the unit and supply information/certification requested by the PHA to verify that the family is living in the unit, or relating to family's absence from the unit.

(16) Disclose in writing any decrease or desired changes in family size and composition. PHA approval must be granted for any adding family members unless by birth, adoption, or court-awarded custody of a child. Changes to unit size may be necessary according to program requirements when family size changes occur.

(17) Comply with Attachment 2 of this policy - Notice to Housing Choice Voucher Applicants and Tenants Regarding the Violence Against Women (VAWA).

In the event the family refuses to locate a new unit/move when notified, the PHA will terminate the HAP contract and assistance.

XVII. ANNUAL RE-CERTIFICATION, INTERIM CHANGES and REEXAMINATIONS

A. Annual Re-certification:

Annual re-certification must be done on or before the anniversary date of the HAP contract for all participants in the Section 8 program. Program participants must report to the PHA all changes in income, any additions or deletions of household members, and deduction changes (such as child care) in writing within ten (10) days from the date of change. Participants must provide all requested information in order for the GHA to correctly calculate rent.(i.e. tax returns, pay stubs, or other relevant printouts. Participants and owners will be notified in writing of the annual re-certification at least sixty (60) days prior to the anniversary date of the HAP contract. Participants

will be given an appointment for re-certification. One cancellation and rescheduling of an appointment will be permitted. Failure to re-certify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of assistance. Participants and owners will be provided with a "HAP Contract Adjustment" form at the end of the reexamination that will indicate all changes from the previous initial HAP contract or previous adjustment.

Use of HUD's Enterprise Income Verification (EIV) system. The GHA will use the EIV systems during the admission process as well as the annual and interim recertification process.

1. The GHA will generate a Tenant Income Data (TID) report on each family 120 days after the move-in date and will maintain the report in the tenant file. TID reports will also be generated during the annual as well as the interim recertification process. The TID will be compared to information the family has reported to the GHA. Any discrepancy will be resolved by requesting third party written documentation of the income in question. Should it be determined that a family has concealed or under-reported income, and that rent was overpaid on behalf of the family, the amount of the overpayment will be due to the GHA. GHA will not use EIV solely, to make a overpayment determination. If money is due back to the GHA, refer to Article XVIII, herein for policy on Repayment and Collections.

2. The GHA will run a Previous Tenant Search on each applicant at time of application. The search results will be printed and kept with the application. If the search results a housed participant at another Housing Authority, the Housing Authority will be contacted via, phone, fax, and/or email in order to ensure the GHA is not going to be offering "multiple subsidy". If it is determined that the applicant is housed at another Housing Authority the application will be coded assisted. If it is determined that the applicant owes another Housing Authority, the applicant will be sent an ineligible letter until debt is cleared with the Housing Authority. The ineligible letter will be mailed with the right to request an informal review.

3. The GHA will run a deceased tenants' report monthly to ensure that a HAP payment will not be paid on behalf of a deceased participant. Per HUD regulations, should it be determined that a HAP payment has been made on a deceased

participant, the GHA will notify the owner to promptly return the HAP payment. (The owner can keep the HAP for the month death occurred, however, the owner is not entitled to any months thereafter).

4. The GHA will maintain the TID reports in each participant's file in addition to the signed HUD Form 9886.

5. All other EIV reports will be run monthly and/or quarterly as advised by HUD.

6. The GHA will use the HUD EIV System Procedures for Upfront Income Verification data as guidance in its security procedures. The data provided via the EIV system will be protected to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals in the SACS system data.

B. Unit Transfers/Moves:

Program participants may request to move to another unit; however, moves will not be permitted during the initial year of assisted occupancy and only one move can be made per year. Requests must be made in writing to the PHA and the owner within ten (10) days after receipt of the PHA's notification of annual re-certification. The request to move must be accompanied by the participant's mail certified thirty (30) day notice to the landlord. The PHA will issue a new voucher only if the family has previously fulfilled all obligations and responsibilities under the Section 8 program, and has not committed any fraud, program abuse (including non-payment of amounts owed to the PHA under a repayment agreement), and/or is responsible for or failed to correct any tenant-caused damage to an assisted unit. The program participant will be given the same required sixty (60) days to locate another unit. Extensions will only be given for extenuating circumstances as indicated in Section IX (F).

In the event the participant fails to notify the PHA and the owner prior to the expiration of the Voucher of their intent to remain in their present unit or provide the required Request for Lease Approval for another unit, the participant's assistance may be terminated and the participant will be solely responsible for rent (under the lease) to the owner.

A participant may be required to move under the following circumstances:

(1) The participant has contacted an owner for necessary repairs that would fail the HUD established Housing Quality

Standards and the repairs are not made. The participant must contact the PHA in these circumstances.

(2) Units that do not pass the annual housing inspections or special inspections as above set forth and the owner fails to make the necessary repairs in the time frame for completion as indicated in writing to the owner by the PHA.

(3) The owner has notified the PHA of their intent not to continue the lease.

(4) Over-crowding or under-utilization of unit size.

(5) Reasonable time to move after notice for enhanced voucher holders is defined as 30 days from the date of notice. An additional 30 days may be granted by the Executive Director in extenuating circumstances.

The PHA will refer to Attachment 2 of this policy - Notice to Housing Choice Voucher Applicants and Tenants Regarding the Violence Against Women Act (VAWA) concerning moves/unit transfers.

C. Interim Changes:

Program participants must report to the PHA all changes in income, any additions or deletions of household members, and deduction changes (such as child care) in writing within ten (10) days from the date of change. Failure to report may result in program termination and/or criminal prosecution.

For all income change that is reported by the twenty-fifth (25th) day of the month that results in a decrease of the participant's total tenant payment, an interim adjustment must be made and will become effective the first of following month after the resident reports the change and verification is obtained by the PHA.

Interim adjustments will be made to correct any errors which may have occurred under the initial certification or for any subsequent reexaminations.

Interim adjustments will be made for income increases in income of only more than \$600 or more annually in the participant's total tenant payment, for all changes in family composition, job changes and/or source of income changes. Deductions from income for additions to the household will not be changed unless specifically requested by the head-of-household until annual re-certification time. All other changes to

household size, household deductions, income, etc. will require an interim adjustment.

Increases in rent will become effective the first of the month following a 30-day notice by the PHA to the participant. In cases of a participant's failure to report income increases, the rent change will be made retroactive to the date of the income increase.

All income and rent adjustments will be made for all FSS participants (if applicable).

Zero income families will be contacted on a quarterly basis concerning the status of their household income. They will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). Participants that have no source of income for a period of more than three (3) consecutive months will be required to submit statements of survival until employment or other means of financial support is obtained. The PHA may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis.

GHA will use HUD's EIV system (Item A above), when implementing an interim rental adjustment. If there is no income discrepancy listed, the GHA will print the ICN Number and file in participant's file with the interim rental adjustment.

D. Household Member Changes and Limitations on Household Size:

In situations involving family dissolution (family break ups), the PHA will consider such factors as interests of minor children, elderly or disabled persons, family members with the most need, or if domestic abuse or criminal activity was involved in the family dissolution. In the event of judicial proceedings in a separation or divorce, the PHA will be bound by any court determinations. Determinations on which family member will receive continued housing assistance will be made on a case by case basis; however, the PHA will, based on funding availability, make every attempt to accommodate all family members.

Participant families may only increase household size with the approval of the GHA. Except for birth of additional children, custody changes, legal adoptions involving minor children, or additions through the foster care program, any addition to the household must have prior approval of the GHA and pass normal screening procedures. Families whose increase in household size result in the unit no longer being the appropriate size will be

issued a voucher according to funding availability. A transfer list will be maintained for participants that cannot be immediately assisted with a larger voucher.

At the PHA's discretion, immediate family members who have been deleted from the household or were never members of the household may not be added as program participants and are not entitled to housing assistance. Such persons will be advised to apply for housing assistance.

XVIII. REPAYMENT AGREEMENTS AND COLLECTIONS

Should the PHA suspect/determine that HAPs have been paid to an owner or URP's to the family in excess of the amount that should have been paid due to family/participant non-compliance with HUD regulations and/or GHA policy, the GHA will perform a detailed review of the case to determine if, in its opinion, the suspected/determined HAP overpayment meets the criteria Of SC State Law 16-13-437 and/or any other State or Federal statute. If this review leads the GHA to the belief/determination that fraud was committed under any of the above statutes, the GHA will take immediate action to recover any monetary assistance the family received that they were not eligible to receive. The overpayment balance will be due and payable fifteen (15) days from the date of notification of the overpayment.

If the amount of any overpayment is \$500.00 or more and the payment is not made within 15 days, the GHA will execute arrest warrants under the applicable statutes for the adult members of the assisted household or, at the discretion of the ED, for the adult member responsible for the fraud. This action will be in conjunction with program termination and all terminations will be done only after the families/participants administrative remedies with the GHA have been exercised in accordance with HUD regulations and GHA policy. When a family is terminated for fraudulent overpayments exceeding \$500, the family will not be considered eligible for any housing assistance from the GHA for three (3) years from the date the balance has been satisfied in full. Any family/participant that is terminated for fraud a second time will be considered ineligible for assistance from the GHA's housing programs permanently. In very extenuating circumstances, the ED may forgo the warrant procedure and allow the family to enter into a repayment agreement with the GHA which will not exceed one (1) year.

In the event the amount of overpayment is less than \$500.00, the GHA may enter into a repayment agreement and the

participant/family may be allowed to remain under the program as long as the balance of the overpayment is paid within the given time. Repayment agreements will not exceed one (1) year. Failure to comply with the terms and conditions of the repayment agreement will be considered a default and the GHA will enforce program termination under HUD regulations and GHA policy. The GHA will also pursue any civil remedy available to collect the balance including turning the information over to the credit bureau and/or the SC Department of Revenue for collection through the debt setoff program. Families/participants that have repaid overpayments of \$500 or less and who have remained under the program will also be permanently ineligible for any housing assistance if they are found to have a fraudulent overpayment a second time regardless of the amount of the overpayment.

If it is determined that fraud has occurred and monies are owed to the GHA after assistance has been terminated, either by the family or the GHA, the participant/family will be notified according to policy. If the participant/family fails to make payment within 15 days of notification, the participant/family will be considered ineligible for assistance from the GHA for three (3) years from the date the balance is paid in full.

Repayment agreements will not be entered into with owners. In the event that an owner is paid any excess amounts not due by the PHA, then the following are the conditions for repayment: (1) the amount owed will be deducted from any future HAP payments for the same participant family or other participant families in units owned by the owner or (2) the amounts are due to the PHA upon notification in writing to the owner.

Any repayment amounts must be paid by certified check or money order. The PHA will not make a practice of accepting cash. Receipts will be issued for amounts paid in person at the PHA office.

XIX. PORTABILITY

The PHA will adhere to portability program requirements. The Federal Regulations permit portability moves in the Section 8 voucher program to a jurisdiction of a PHA anywhere in the United States that administers a Section 8 voucher tenant-based program. The PHA will adhere to CFR portability program requirements utilizing the following rules.

- If a client wants to port to another jurisdiction, the Housing Authority will send a letter to the receiving PHA jurisdiction verifying its intent to bill or absorb and the amount of its payment standard.

- Upon return of the letter, the PHA will evaluate its ability to allow the family to port to the new PHA jurisdiction, based on funding availability.
- The PHA will maintain a list of families who want to port and are denied because of funding considerations. When funding is made available, they will be allowed to port in the order in which they indicated their interest in moving.
- All families will be notified of the PHA's portability procedures.

All participants selected for participation in the PHA's Section 8 program must rent a unit in the PHA's jurisdiction for at least twelve (12) months before being eligible for portability.

A. As an Initial PHA:

In portability moves where the PHA is the initial PHA, staff will contact the receiving PHA to initiate the move. If the participant has complied with the program regulations and this Administrative Plan, a new Voucher must be issued to the participant to be given to the receiving PHA.

The regulations allow the receiving PHA to administer the initial PHA's voucher or issue one of its own vouchers. The Section 8 staff must send a letter of good standing for the participant family, the completed voucher, the HUD-50058 and worksheet for the family. The Section 8 staff must indicate the date by which the family must submit a Request for Lease Approval and maintain close contact with the receiving PHA to determine the HAP Contract execution date should the Receiving PHA decide to administer the PHA's voucher. The PHA will follow the guidelines set forth in this Administrative Plan for allowable extensions.

In the event that the receiving PHA indicates its intention to administer the initial PHA's voucher and the family has not located suitable housing within the sixty (60) days (with no permitted extension of time granted), the receiving PHA and the participant will be notified of the loss of housing assistance by the initial PHA.

The Initial PHA must reimburse the Receiving PHA for the administrative fees, and the hard-to-house fee, if applicable. The Section 8 program staff will notify accounting of the move so

that bills from the initial PHA will be anticipated and paid promptly by the receiving PHA.

B. As a Receiving PHA:

The PHA will determine on a case-by-case basis whether to administer the initial PHA's voucher or issue one of the PHA's vouchers (based upon funding availability). It is the responsibility of the initial PHA to contact the receiving PHA indicating the participant's intent to move, provide a letter of good standing including a current (not more than sixty (60) days old) criminal background check, provide a voucher, provide the HUD-50058 and worksheet for the family, and to monitor and follow-up with the receiving PHA. The receiving PHA will only assist the participant if the initial PHA has issued a new Voucher to the participant entitling them to seek another unit. The participant must be re-certified initially and annually for the purposes of determining housing assistance payments.

In the event that the administration of another PHA's Voucher is necessary, Section 8 program staff will provide immediate notice to the accounting staff so that timely billing to and payment from the initial PHA can be accomplished for the administrative fees, preliminary expense, and the hard-to-house fee, if applicable. The Section 8 program staff must notify accounting immediately should the family cease to participate in the program.

C. Subsequent moves:

The PHA, as the initial PHA, limits the portability moves of participants, to not more than one move in any twelve (12) month period (after initial lease-up period of twelve (12) months and after).

D. Income Limits:

The applicable income limit for the participant is always the income limit for the area in which the family initially leases a unit and first becomes a Section 8 participant. Any potential program participant who is not a current program participant or is a portable family transferring assistance between PHA's must be income eligible in the new program area (where they are to be assisted).

XX. COMPLAINTS AND HEARINGS

A. Discrimination Complaints

If there is notification to the PHA that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, disability status, familial status, or national origin, the PHA will provide the Fair Housing Complaint Form, HUD-903, and any assistance deemed necessary.

B. Informal Reviews

The PHA will provide applicants with prompt written notice of ineligibility or denials of assistance. The notice must contain the reasons for the PHA decision, a statement that the applicant may request an informal review, and how to obtain an informal review. The PHA will indicate that requests for informal reviews must be received by the PHA within ten (10) days from the date of the notification. Failure to request the hearing, in writing, within ten (10) days from the date of the letter from the PHA will result in forfeiture of this right.

The informal review must be conducted by a person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant will be given the opportunity to present written or oral objections to the PHA decision.

A prompt written decision will be provided to the applicant after the informal review.

Informal reviews, upon receipt of a written request, will be conducted for decisions affecting participants to include the following:

- (1) Determinations of the family's annual or adjusted income and the use of such income to compute the housing assistance payments.
- (2) A decision of denial or termination of a participant's housing assistance.
- (3) A determination of the family unit size under the PHA's subsidy and occupancy standards.
- (4) Denial of assistance based on criminal activity or drug activity as set forth in Appendix AA of this policy when the family provides written documentation from the law enforcement agency or court showing that the arrest was based on mistaken

identity.

(5) Informal reviews will not be conducted by the PHA for the following:

(6) Discretionary administrative determinations by the PHA, general policy issues, or class grievances.

(7) The PHA's determination of the bedroom size indicated on the Housing Voucher or the participant's occupancy of a unit that is overcrowded or under utilized.

(8) The PHA's determination that a unit located by an applicant does not comply with the PHA's housing quality standards, the PHA's determination not to approve the lease of a unit, failure of an owner to maintain or operate a contract unit in compliance with the housing quality standards, or because of failure to meet the standards for family size and bedroom size due to changes in the family composition.

(9) The PHA's decision not to approve a request for an extension or suspension of a voucher term.

(10) The PHA's decision to exercise any remedy against an owner under contract for fraud or substantial noncompliance with the program requirements, e.g. units failing HQS standard, including the termination of payments for any units that may be under contract with the owner.

(11) Establishment of the PHA schedule of utility allowances.

(12) A PHA determination that an assisted unit is not in compliance with HQS (unless terminating assistance because of a family caused breach of the HQS) including a determination that the unit fails HQS because of the family size.

(13) A determination by the PHA to exercise any right or remedy against an owner under a HAP contract.

(14) Terminations or denials of assistance based on criminal or drug activity as set forth in Appendix AA of this policy except when the family provides written documentation from the law enforcement agency or court showing that the arrest was based on mistaken identity.

C. Informal Hearing Procedures

The PHA will give participant families an opportunity for an

informal hearing under any of the following circumstances:

(1) Determination of the family's annual or adjusted income or computation of assistance disputes.

(2) Determination of family's utility allowance disputes.

(3) Determination of the family's unit size under subsidy standards.

(4) Determination to terminate assistance except as outlined herein.

Informal hearings must be requested by a family in writing within ten (10) days from the date of the notification. Failure to request the hearing, in writing, within ten (10) days from the date of the letter from the PHA will result in forfeiture of this right.

The family and the PHA must be given the opportunity to examine and copy (at the requesting parties' expense) any PHA or family documents that are directly relevant to the hearing. If the PHA or the family does not make the document available, the PHA or the family may not rely on the document at the hearing.

Either party may, at its own expense, be represented by a lawyer or other representative.

The hearing must allow for due process for the PHA and the family to include presentation of any evidence and/or opportunity to question witnesses, right to retain and have legal representation, rights of discovery for both the family and the PHA (right to examine and photocopy documents directly relevant to the hearing), and right to a private hearing.

Failure to appear at a scheduled hearing by either the family or the PHA is a waiver of the right to a further informal hearing. A written decision of the hearing officer or panel will be issued. The determination by the hearing officer or panel does not constitute a waiver of either party's right to appropriate judicial proceedings.

The hearing must be conducted by a person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.

The person or panel conducting the hearing must issue a prompt written decision stating the reasons for the decision to the PHA staff and the applicant/participant/owner. The PHA is not bound by a hearing decision concerning a matter for which the

PHA is not required to provide informal hearings or that otherwise exceeds the authority of the person conducting the hearing or if such hearing decision is contrary to HUD regulations or State/local law. In such instances, the PHA must notify the family of such determination and the reasons for the determination.

XXI. OTHER ADMINISTRATIVE FUNCTIONS

The PHA will annually review and, where necessary, make changes to utility allowances and policies/procedures.

Fair Market Rents changes as issued by HUD will be put into effect after publication in the Federal Register. Payment Standard changes for the Voucher program will increase as deemed necessary.

The Housing Authority Executive Director or his/her designee will conduct internal quality reviews on the files for accuracy and completeness of documentation. Staff will be monitored and counseled in any deficient areas.

The PHA will follow-up on any reports of fraudulent activity on the part of Section 8 program staff, applicants, participants, or owners. Documentation, when obtainable, will be compiled and an internal review will be conducted as to credible evidence by the Section 8 staff. In the event that the documentation is sufficient to pursue further action, the Executive Director will be notified to determine the resulting actions by the PHA.

The PHA's operating reserve funds may be expended for other housing purposes consistent with the authority of the PHA under State and local law, provided that the amounts used for other housing purposes are not required for projected administrative expenses through the remaining Annual Contribution Contract terms. Expenditures made for other housing purposes, consistent with State and local law, must be procured and committed in accordance with the current Procurement Policy adopted by the Board of Commissioners. The threshold for such expenditures may not exceed \$3000.00 without prior approval by the Board of Commissioners.

Program accounts and related records and files will be maintained in accordance with HUD regulations for at least three (3) years. All records and files for applicants and participants will be maintained for at least three (3) years to include leases, HAP contracts, applications, records that provide income, racial, ethnic, gender and disability status, HUD-required reports, unit inspection reports, and lead-based paint inspection

records.

ADDENDUM AA TO ADMINISTRATIVE PLAN FOR SECTION 8

TENANT-BASED PROGRAMS

DRUG & CRIME ELIMINATION & ONE STRIKE POLICY

I. PURPOSE

In an effort to provide safe housing for residents assisted under the Greenwood Housing Authority's housing programs, this policy is adopted to enable the PHA to screen, determine eligibility, and terminate assistance to persons that would pose a threat to the safety and/or peaceful enjoyment of the premises by residents.

II. DEFINITIONS

Covered Person. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 966 and 982). A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence which is tied to the drug activity, arrest warrant issued, drug raids, or arrest, or conviction for such activity.

Drug-related criminal activity. The illegal manufacture, sale, distribution, use of a drug, or possession with intent to manufacture, sell, distribute or use the drug, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Guest. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined.

Household. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). The family and PHA-approved live-in aide.

Other Person Under the Tenant's Control. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 882, 960, 966 and 982). See also definition of Covered person. The person, although not staying as a guest (as defined herein) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined herein) 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.

Premises. Definition for drug-related criminal activity (see 24 CFR 5, subpart I, and parts 960 and 966). The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Preponderance of Evidence. Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is evidence which as a whole shows that the fact sought to be proved is more probable than not.

Violent Criminal Activity. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

III. ELIGIBILITY/INELIGIBILITY DETERMINATIONS AND TERMINATIONS OF ASSISTANCE BASED ON DRUG/CRIMINAL ACTIVITY

As a part of eligibility and/or continued assistance, the PHA will enforce HUD's **"One Strike, You're Out"** procedures.

Criminal background checks (to include all adult family members) will be done by either obtaining copies of records or requiring the family to furnish such copies of criminal records. The PHA's background checks will include police record searches, landlord reports of disturbances or destruction of property, drug-related/substance abuse activities or reports/charges for any other activity that could adversely affect the safety and welfare of other public housing residents.

Applications will be reviewed and any ineligible applicants will be promptly notified in writing. The notice will provide the reason for the decision and an opportunity to request an informal review (for applicants) or hearing (for residents/participants) of this decision only in cases of mistaken identity.

In accordance with HUD Regulations, the PHA may deny admission to any applicant whose screening results indicate that they or any member of their family may have a detrimental effect on the community or conducts or has conducted any activity that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Likewise, in accordance with HUD Regulations, the PHA terminate assistance to any participant or family (or specific member(s) of a family) that has conducted any drug related activity, alcohol abuse, or criminal activity on or near the premises that has or may have a detrimental effect or that would affect the health, safety, or right to peaceful enjoyment of the premises of other residents.

Consideration shall be given to the nature, extent, and elapsed time of the applicant's conduct and to the probability of favorable future conduct. As a part of consideration, if two years have passed from the date of a release from prison or three (3) years or more have passed since the date of the last criminal conviction and there has been no drug-related or criminal activity, the PHA may determine that the applicant is eligible.

The PHA may require an applicant to exclude a household member in order to be admitted to the housing program where that household member has participated in or been culpable for actions described herein.

All housing terminations will be made in accordance with the Federal Regulations, State and local laws, and the PHA's Informal Review/Hearing or Grievance Policy.

Eligibility/ineligibility and/or terminations of assistance will be made and can include but are not limited to any of the following:

A. Any member of a family applying for housing assistance or receiving housing assistance that has been evicted because of drug-related criminal activity from housing assisted under a 1937 Housing Act program. The PHA must prohibit admission to the program of such applicant for three (3) years from the date of such eviction.

B. Any member of a family applying for housing assistance or receiving housing assistance that is arrested, charged or evicted of criminal activity on or near the premises. The PHA will base its determinations upon a preponderance of evidence regardless of whether the household member has been arrested or convicted for such activity.

C. Consideration will be given by the PHA in determining denials or terminations of assistance for charges against a family member, if the family member can demonstrate that he or she:

(1) has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment; and

(2) is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The PHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit, and may require supporting evidence that the individual has remained drug-free for one year.

The PHA reserves the right to deny eligibility if there is reasonable doubt of the rehabilitation in order to protect the health, safety and/or right to peaceful enjoyment of the premises by other residents.

D. Any family having a family member who has a lifetime registration under a State Sex Offender Registration program.

E. Any family having a family member that has been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing or Section 8 assisted property is denied eligibility for life.

F. Actions that would adversely affect the safety or hinder the peaceful enjoyment by other nearby residents by any family member or guest under the family's control.

G. Any family having a family member that has a pattern of abuse of alcohol that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

H. Any abusive or violent behavior or threats of any abusive or violent behavior towards any PHA employee, PHA's agents, contractors, subcontractors, or any other resident by any member of a family or guest/other person under the tenant's control.

I. Any family having a family member that is fleeing to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or is violating a condition or probation or parole imposed under Federal or State law.

V. PROHIBITION OF DISCRIMINATORY TREATMENT OF APPLICANTS OR RESIDENTS

The PHA will screen all adult family members and will require the signature of each adult household member on the consent form to release criminal conviction records.

In obtaining records from a drug abuse treatment facility, the PHA selects HUD's Policy B in requesting information on applicants and family members of applicants or residents. The PHA will obtain a consent form from the household member(s) whose:

A. Criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial of admission under HUD Regulations and/or this policy.

B. Prior tenancy records indicate that the proposed household member:

- (1) Engaged in the destruction of property;
- (2) Engaged in violent activity against another person; or
- (3) Interfered with the right of peaceful enjoyment of the premises by other residents.

VI. RECORDS MANAGEMENT AND CONFIDENTIALITY

Criminal conviction records received by the PHA from a law enforcement agency will be used for screening applicants for admittance to the Public Housing program, Section 8 Housing Choice Voucher program, Section 8 Moderate Rehabilitation or Project-based programs. Such records may only be used by the PHA for lease enforcement and eviction of Public Housing Residents and/or terminations of assistance in Section 8 programs. Owners of properties under the Section 8 program must adhere to the requirements/restrictions of 24 CFR 5.903 in requesting and/or receiving criminal information from a PHA for their use in lease enforcement/evictions.

The PHA will protect the confidentiality of any its files and records received from drug-treatment facilities about a person by adhering to the following records management practices:

(1) A separate file will be maintained for any records received from drug-treatment facilities. The file will be kept in a locking file cabinet or drawer by the Executive Director or the Assistant Executive Director. This practice will ensure that the record is not misused or improperly disseminated.

(2) The Executive Director or Assistant Executive Director will destroy such records as follows:

(a) Five (5) business days after the PHA makes a final decision to admit the person; or

(b) In a timely manner after the date on which the statute of limitations for commencement of a civil action has expired or until final disposition of any litigation based upon the PHA's determination of denial or termination of assistance.

VI. PHA'S USE OF CRIMINAL RECORDS

The PHA, in determinations for eligibility and/or terminations of assistance, will provide the subject of the criminal record and the applicant with a copy of the criminal record. The PHA will give the family an opportunity to dispute the accuracy and relevance of the record in accordance with its informal review/hearing process.

Attachment 1

SECTION 8 PROGRAM
ANNUAL INCOME INCLUSIONS
24 CFR 5, SUBPART F

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income provided in exclusions to income. If it is not feasible to anticipate a level of income over a 12-month period, or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

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

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in income exclusions attached.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

B. Annual income includes, but is not limited to:

(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 operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in #2

above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000. annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

(4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits or other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except deferred periodic amounts from supplemental social security (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts). (See income exclusions).

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as listed in #3 of income exclusions).

(6) Welfare assistance (**NOTE: SEE BELOW AT ***): If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

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

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or persons not residing in the dwelling.

(8) All regular pay, special pay and allowances of a member of the Armed Forces except those indicated in #7 of income exclusions.

*** Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced based on the welfare benefit reduction (excludes persons that benefit is reduced due to a lifetime limit or where a family has complied with program requirements but cannot obtain employment). The PHA will obtain verification of such benefit reduction from the welfare agency.**

SECTION 8 PROGRAM
ANNUAL INCOME EXCLUSIONS
24 CFR 5, Subpart F

Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years.

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

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (see #5 income exclusions).

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

(5) Income of a live-in aide, as defined in 24 CFR 5.403.

(6) The full amount of student financial assistance paid directly to the student or to the educational institution. (tuition and fees charged to all students).

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

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200.00 per month received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or

(v) incremental earnings and benefits resulting to any family member from participating in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

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

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(11) Earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the head of household and spouse).

(12) Adoption assistance payments in excess of \$480.00 per adopted child.

(13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.

(14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

(15) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

(16) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the US Housing Act of 1937. A notice will be published in the Federal Register and distributed to PHA's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

SELF-SUFFICIENCY INCENTIVE FOR PERSONS WITH DISABILITIES:

Definitions:

Previously unemployed: includes a person with disabilities who has earned in the twelve months previous to employment, no more than would be received for 10 hours work per week for 50 weeks at the established minimum wage.

Qualified family: a disabled family receiving tenant-based rental assistance (or other housing as defined in Federal regulations 24 CFR 5.617) whose: (1) annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment; (2) annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or (3) annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance; provided that the total amount over a (6) six-month period is at least \$500.

Once a family member is determined to be eligible for the EID, the 24-calendar month period starts.

If the family member discontinues the employment that initially qualified the family for the EID, the 24-calendar month period continues.

During the 24-calendar month period, EID benefits are recalculated based on changes to family member income and employment (no change from current practice).

During the first 12-calendar month period, a PHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12-calendar month period, the PHA must exclude from annual income of the family at least 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income).

The EID benefit is limited to a lifetime 24-month period for the qualifying family member. At the end of the 24 months, the EID ends regardless of how many months were "used."

Federal Statute Exclusions from Income (August 1993)

- * The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
- * Payments to volunteers under the Domestic Volunteer Service Act of 1973 (such as Retired Senior Volunteer Programs (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), Older American Committee Service Program, National Volunteer Antipoverty Programs (VISTA, Peace Corps, Service Learning Program, National Volunteer Program to Assist Small Business, Service Corps of Retired Executives (SCORE), and Active Corp's of Executives (ACE).
- * Payments received under the Alaska native Claims Settlement Act.
- * Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
- * Payments or allowances made under the Department of Health and Human Service's Low-Income Home Energy Assistance Program.
- * Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
- * The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior.
- * Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs.
- * Payments received from programs funded under Title V of the Older Americans Act of 1965 (such as Senior community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Persons Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb).
- * Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the IN RE ORANGE product liability litigation.
- * Payments received under the Maine Indian Claims Settlement Act of 1980.
- * 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.
- * Earned income tax credit refund payments received on or after January 1, 1991.

- Assistance from section 1780 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1760(e)) and section 11 (b) of the Child Nutrition Act of 1966 (42 U.S.C. 1780(b));
- Payments from the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774F);
- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation in programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and administered by the Office of Native American Programs.
- A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled Elouise Cobell et al. v, Ken Salazar et al., 816 F. Supp.2d 10 (Oct. 5, 2011 D.D.C.).
- Federal major disaster and emergency assistance provided to individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (93, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

SECTION 8 PROGRAM
DEDUCTIONS/ALLOWANCES FROM GROSS INCOME
24 CFR 5, SUBPART F

Adjusted income means annual income less the following deductions:

(1) \$480 for each dependent (see definition of dependent - excludes head of household, spouse, foster children and foster adults).

(2) \$400 for any elderly family or disabled family (see definition of elderly family or disabled family).

(3) The sum of the following, to the extent the sum exceeds three percent of annual income:

(i) Unreimbursed medical expenses of any elderly family or disabled family; and

(ii) Unreimbursed 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 the family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

(4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education that are anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

TOTAL TENANT PAYMENT - SECTION 8 PROGRAM

Total tenant payment (gross family contribution) for rent will be computed in accordance with Federal Regulations and Public Law 104-99, to be the greater of:

= 30 percent of monthly adjusted income; or

= 10 percent of monthly income; or

= For the Section 8 Voucher program, a minimum (*see below) family contribution of \$ _____ (includes utility allowance), and if applicable, any difference between the monthly rent to owner and the housing assistance payment.

***MINIMUM RENT EXCEPTION**

Statutory provisions, Section 507:3(a)(3)(B) of the QHWRA, provide the following exceptions to the minimum rent requirements:

(1) A family may request an exception (which must include reasonable documentation) to the minimum rent based upon temporary financial hardship due to the following circumstances:

(a) The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;

(b) The family would be evicted as a result of the imposition of the minimum rent requirement;

(c) The income of the family has decreased because of changed circumstance, including loss of employment;

(d) A death in the family has occurred; and

(e) Other circumstances determined by the HA or HUD.

(2) If a family qualifies for such **temporary** financial hardship, the HA shall suspend or discontinue the family's requirement for payment of a minimum rent beginning the month following the family's hardship request, and continue for a period of 90 days from the date of the family's request.

(3) If a family qualifies for such financial hardship **of a long-term duration**, the HA shall suspend or discontinue the family's requirement for payment of a minimum rent beginning the month following the family's hardship request until the hardship no longer exists.

(4) Should a family request and qualify for such exception after October 21, 1998 and the financial hardship occurred prior to adoption of this policy, the HA will reimburse the resident by providing a refund or otherwise offset future rent payments.

(5) Should the HA determine that there is no hardship, a minimum rent is imposed retroactively to the time of the suspension. The HA must offer a reasonable repayment agreement for any back-payment due by the family.

Attachment 2 - Notice to Housing Choice Voucher Applicants and Tenants
Regarding the Violence Against Women Act (VAWA)

A Federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, stalking, and sexual assault. The name of the law is the Violence Against Women Act, or "VAWA". This notice explains your rights under VAWA.

Protection for Victims

If you are eligible for a Section 8 Voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, stalking, or sexual assault.

If you are the victim of domestic violence, dating violence, stalking, or sexual assault, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, stalking, or sexual assault that are caused by a member of your household or a guest can't be the reason for eviction or terminating your rental assistance if you were the victim of the abuse.

Reasons You can be Evicted

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an actual and imminent (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, stalking, or sexual assault committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules that it applies to tenants who are not victims.

Removing the Abuser from the Household

You landlord may split the lease to evict a household member who has committed criminal acts of violence against family members or affiliated individuals, while allowing the victim and other household members to stay in the assisted unit provided the remaining member(s) can establish program eligibility. The household will be give up to 90 days, depending on the circumstances, to establish eligibility or find new housing. Also, the housing authority can terminate the abuser's lease agreement while allowing you to continue to receive assistance. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants provided they are program eligible. In removing the abuser from the houses, the landlord must follow federal, state, and local eviction procedures.

Moving to Protect Your Safety

The housing authority may permit you to move and keep your rental

assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

Proving that You are a Victim of Domestic Violence, Dating Violence, or Stalking.

The housing authority and your landlord can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, or stalking. The housing authority and your landlord must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- (1) Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of the abuser, the abuser's relationship to you, the date, time and location of the incident of violence, and a description of the violence.
- (2) Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury".
- (3) Provide a police report or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

Confidentiality

The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

- (1) You give written permission to the housing authority or your landlord to release the information.
- (2) Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- (3) A law requires the housing authority or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

VAWA and Other Laws

VAWA does not limit the housing authority's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

For Additional Information

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the following:

- (1) A current or former spouse of the victim
- (2) A person with whom the victim shares a child in common
- (3) A person who is cohabitating with or has cohabited with the victim as a spouse.
- (4) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving assistance.
- (5) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

VAWA defines dating violence as 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:

- (1) The length of the relationship
- (2) The type of relationship
- (3) The frequency of interaction between the persons involved in the relationship.

VAWA defines stalking as (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) an affiliated individual of that person, or (iii) the spouse or intimate partner of that person.

VAWA defines sexual assault as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.