

Fayette Metropolitan  
Housing Authority

# Section 8 Housing Program Administrative Plan

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FAYETTE METROPOLITAN HOUSING AUTHORITY  
 ADMINISTRATIVE PLAN FOR THE SECTION 8 PROGRAM  
 TABLE OF CONTENTS

Page

I. PROGRAM APPROACH AND OBJECTIVES

A. OBJECTIVES

1. Public Relations .....	1
2. Applying for Section 8 Money .....	1
3. Providing Assistance .....	1
4. Addressing Special Needs .....	1
5. Cooperation with Community .....	1
6. Scattered Site Programs .....	1
7. FMHA Commitment .....	1

B. EMPLOYEES

1. Executive Director.....	1
2. Deputy Director.....	1
3. Section 8 Coordinator.....	1
4. Section 8 Assistant .....	1
5. HOPE Program Coordinator.....	1
6. FSS Program Coordinator .....	1
7. Secretarial/Clerical.....	1
8. Financial Assistance/Office Manager .....	1
9. Section 8 Inspector.....	1
10. Rental Rehab Assistance/Accountant .....	1
11. Housing Manager .....	1
12. Maintenance Manager.....	1

II. PROGRAM OUTREACH

A. LANDLORDS

1. Contact with Potential Landlords .....	2
2. Problems finding Suitable Housing.....	2
3. List of Potential Landlords .....	2

B. POTENTIAL RESIDENTS

1. Working with Low-Income Families .....	2
2. Media Release of Assistance .....	2
3. Closing of Waiting List .....	2

III. ADMINISTRATION OF PROGRAM FUNCTIONS

A. SELECTION AND ASSIGNMENT

1. Placing name on Waiting List .....	3
2. Assessment of Pre-application .....	3
3. Determined Ineligible.....	3
4. Non-qualification by Preference .....	3
5. Anticipated Assistance - 4 month period .....	3
6. Informed of Available Assistance .....	3
7. Bedroom Size/Preference Assigned.....	3

- B. ELIGIBILITY OF POTENTIAL RESIDENTS
  - 1. Qualifications - Definitions of Family ..... 3
  - 2. Gross Income Limits ..... 3
  - 3. Break-up in family due to Divorce/Separation ..... 3
  - 4. Custody of Children ..... 3
  
- C. INELIGIBLE APPLICANTS
  - 1. Family Deemed Ineligible ..... 3
  - 2. Guidelines if Family Owes FMHA Money ..... 3
  - 3. Canceling of Assistance/Housing Assistance Payments Contract..... 3
  - 4. Right of a Hearing..... 3
  - 5. Applicant Abusive to Staff Member ..... 3
  
- D. SELECTION PREFERENCE
  - 1. Non-Discrimination ..... 3
  - 2. Preference Rankings ..... 3
  - 3. Preference Definitions ..... 3
  - 4. Rental Rehabilitation..... 3
  - 5. Bedroom Size Issuance Criteria ..... 3
  - 6. Selection of a Smaller Unit ..... 3
  - 7. Amending Bedroom Size with Proof..... 3
  - 8. Gross Rent Less Than TTP ..... 3
  
- E. VERIFICATION OF INCOME, PREFERENCE and DETERMINATION OF ADJUSTED INCOME
  - 1. Statements..... 3
  - 2. Social Security Number ..... 3
  - 3. Disability ..... 3
  - 4. Family Composition ..... 3
  - 5. Drug Abuse..... 3
  - 6. Local Preferences..... 3
  - 7. Income ..... 3
  - 8. Determination of 30% Monthly Adjusted Income ..... 3
  
- F. ISSUANCE OF VOUCHERS/BRIEFINGS
  - 1. Participants Selection of Voucher..... 3
    - a. New Applicants..... 3
    - b. Current Program Participants..... 3
  - 2. Briefings ..... 3
  - 3. Dwelling Unit Location Period..... 3
  - 4. Family Obligations ..... 3
  
- G. HOUSING STANDARDS AND INSPECTIONS
  - 1. Acceptability Criteria ..... 3
  - 2. "A Good Place to Live" Booklet ..... 3
  - 3. Performing HQS Inspections ..... 3
  - 4. Failed Inspections..... 3
  - 5. Reasonable Time of Initial Inspection..... 3
  - 6. Repair of Unit..... 3
  - 7. Joint Inspection Sheet ..... 3
  - 8. 5% Random Inspection ..... 3
  - 9. Owner has History Not Making Repairs ..... 3

H.	LEASE APPROVAL AND HOUSING ASSISTANCE CONTRACT	
1.	Lease Requirements.....	3
2.	Rent Acceptability - Voucher Program .....	3
3.	Explanation to Participating Owners.....	3
I.	PAYMENTS TO OWNERS	
1.	Housing Assistance Payments IAW Contract .....	3
2.	Payment of HAP Checks .....	3
3.	Owner Endorsement on Checks.....	3
J.	APPLICABLE PAYMENT STANDARD FOR VOUCHER PROGRAM	
1.	Single Payment Standard.....	3
2.	Affordability Adjustment.....	3
3.	Regulation Changes .....	3
K.	REVIEW OF FAMILY CIRCUMSTANCES, RENTS, UTILITIES and HOUSING QUALITY	
1.	Annual Re-examinations .....	3
2.	Utility Allowance Adjustments.....	3
3.	Fair Market Rent Adjustments .....	3
4.	Rent Adjustments .....	3
5.	HQS Reinspections .....	3
L.	TERMINATION AND FAMILY MOVES	
1.	Briefed on Terms of Lease .....	3
2.	Annual Review.....	3
3.	Upkeep to Housing Quality Standards .....	3
4.	Reminder of Rental Relationship.....	3
M.	PORTABILITY VOUCHERS	
1.	Vouchers.....	3
2.	Statutory Vouchers .....	3
3.	Absorbing Vouchers .....	3
N.	INTERIM REDETERMINATION	
1.	Report of Changes.....	3
2.	No Move-Ins .....	3
3.	TTP Established .....	3
4.	Increased TTP .....	3
5.	Decreased TTP.....	3
6.	Interim Changes .....	3
7.	Failure to Report Changes .....	3
8.	Lump Sums.....	3
O.	EVICCTIONS	
1.	Right to Evict Without FMHA Approval.....	3
2.	Eviction Notification .....	3
3.	Family Notifying FMHA of Eviction .....	3
4.	Failure of Owner to Report Eviction.....	3
5.	Let Housing Authority Know Problems .....	3
6.	Re-issuance of Vouchers .....	3

P. COMPLAINTS AND APPEALS

1. Rights..... 3  
2. Procedures ..... 3

Q. MONITORING PROGRAM PERFORMANCE

1. Determining What Unit Size Needs Attention..... 3  
2. Quota Not Being Met ..... 3  
3. Collection of Data ..... 3  
4. Contingency Plans..... 3

- Family Unification Program Administrative Plan
- Single Room Occupancy (SRO) Program Administrative Plan
- HOPE for Elderly Independence Program Administrative Plan
- Mainstream Housing Opportunities Program Administrative Plan

FAYETTE METROPOLITAN HOUSING AUTHORITY  
ADMINISTRATIVE PLAN FOR THE SECTION 8 PROGRAM

I. PROGRAM APPROACH AND OBJECTIVES

A. OBJECTIVES

The purpose of this plan will be to outline procedures to implement and maintain the Section 8 Existing Housing Program for the Fayette Metropolitan Housing Authority (hereafter referred to as FMHA or Authority.)

The primary objectives of the FMHA are:

1. To make public relations a priority.
2. To apply for Section 8 Existing monies from HUD upon invitation.
3. To provide assistance in daily living for low-income families, the disabled and the elderly.
4. To address the special housing problems of those disabled by developmental disabilities and/or illness.
5. To cooperate with private contractors, private non-profit organizations, and property owners in planning and in developing new construction, rehabilitation, and/or housing assistance.
6. To consider programs that provide homes scattered throughout the community for low and moderate-income families as opposed to concentrated projects.
7. The FMHA is further committed to carrying out the Existing Housing Program in the spirit intended by the United States Congress and HUD. To that end the FMHA shall not discriminate against any applicant or employee on the basis of race, color, creed, religion, sex, age, disability, familial status or national origin. It shall endeavor to perform its duties in the most effective, efficient and professional manner possible, treating all persons with courtesy, respect and fairness.

B. EMPLOYEES: Employees for the FMHA include:

1. Executive Director: Responsible for tenant and landlord outreach, community public relations, client briefings, program development, financial and staff management and informal hearings.
2. Deputy Director: Responsible for carrying out all tasks assigned by the Executive Director and assisting in the financial and staffing management, tenant and landlord outreach, community public relations, client briefings, and overseeing the quality control of daily operations.
3. Section 8 Coordinator: Responsible for tenant eligibility determination, HAP determinations, oversight of Housing Quality Standards Inspections, tenant and landlord counseling, annual recerts, maintenance of Section 8 records and other duties as assigned by Director.
4. Section 8 Assistant: Responsible for verifying income, determining Total Tenant Payments, issuing Certificates, scheduling annual recertifications, maintaining waiting list, other duties as assigned by the Director or Section 8 Coordinator.
5. HOPE Program Coordinator: Responsible for completing initial applications and needs assessments for various supportive services programs for Elderly Independence (HEI) with elderly persons. After review of the needs assessments by the Program Coordinator and Professional Assessment Committee (PAC), the Coordinator will review results and recommendations with the elderly person(s). The Coordinator will then work with the elderly persons to develop Social Services Plans for meeting the services to be provided. The Coordinator will meet with the elderly person(s) bi-monthly to monitor their progress and see if they need any further assistance.

6. FSS Program Coordinator: Responsible for completing initial applications and needs assessments for various supportive services programs. After review of the needs assessments by the Program Coordinator and Program Coordinating Committee (PCC), the Coordinator will review results and recommendations with the families. The Coordinator will also indicate areas where the family might encounter barriers that will prevent their progress.

The Coordinator will then work with the families to develop Family Action Plans for meeting the goals/services to be provided. The Coordinator will prepare the Contract of Family Participation that will be signed by adult members of the family for the FSS program. The Coordinator will meet with the families on a minimum of every three months to monitor their progress and see if they need any further assistance.

7. Secretary/Clerical: Responsible for typing, filing, taking pre-applications, update of tenant files, some bookkeeping, verifying income, maintaining waiting list, answering the phone and the questions of walk-in applicants, setting up appointments, and other duties as assigned by the Director.
8. Financial Assistant/Office Manager: Responsible for entering HAP and General Ledger information in the computer, typing hand checks, maintaining Journal records, maintaining supplies and equipment, other duties as assigned by the Director.
9. Section 8 Inspector: Section 8 Coordinator or a person contracted for HQS inspections as needed.
10. Rental Rehab Assistant/Accountant: Responsible for managing the Rental Rehab Program administered by the Authority for Fayette County. Monitors financial procedures, performs monthly reconciliation's of bank statements and performs other financial duties.
11. Housing Manager: Manages all properties owned by the FMHA.
12. Maintenance Manager: In charge of maintenance, warranty and contract work, and inspections on all properties owned by the FMHA.

## II. PROGRAM OUTREACH

### A. LANDLORDS

1. Contacts with potential landlords will be made through press releases, appearances on local radio talk shows, and presentations given by the director to various community organizations: such as, Realtors' groups, Chamber of Commerce, Rotary, etc. In addition, contact will be made with officials of all townships and municipalities within the FMHA enlisting their support and gaining information on possible landlords in the area of the FMHA.
2. If it is determined from past history that the FMHA is having problems with participants finding suitable rentals then a general press release will be made to all media, requesting interested landlords to contact the FMHA. If necessary, a meeting will be scheduled with those responding and other potential landlords and interested persons to inform them of the mechanics of the program and the benefits to be derived.
3. A file of potential landlords will be maintained and an update kept of all contact made with each landlord.

### B. POTENTIAL RESIDENTS

1. People currently working with low-income persons through various government and service programs will be kept informed of the progress of the program and given information to be disbursed to their clients.
2. If it is determined that at any time there are not enough applicants for Section 8 assistance for the foreseeable future (one year) then a general media release will announce the availability of Section 8

rental assistance and give information on how to apply.

3. Whenever FMHA'S waiting list is of such length as to guarantee that all names will not be reached in the foreseeable future, then efforts to attract potential program participants will be discontinued. Community outreach will be reinstated when determined desirable by the FMHA.

### III. ADMINISTRATION OF PROGRAM FUNCTIONS

#### A. SELECTION AND ASSIGNMENT

1. Families and elderly or disabled persons may place their names on the appropriate waiting list by coming to the FMHA office. The applicant will complete and turn in a pre-numbered pre-application. When the pre-application is accepted it will be dated and time stamped by FMHA staff and the applicant will be reminded to inform the FMHA of any changes in address, family size or preference status. Pre-applications for elderly or disabled persons will be taken over the phone if the applicant cannot come to the office; any required papers to certify federal preference will be mailed to the applicant.
2. At the time the pre-application is completed an assessment will be made of the applicant's eligibility and a check will be made to determine whether the applicant owes the FMHA an outstanding debt from a former tenancy.
3. If the applicant is determined to be ineligible because the applicant is a single person who is not elderly, or disabled the applicant will be informed that he/she will not be eligible for assistance until all elderly, or disabled singles on the waiting list receive assistance. If the applicant is deemed ineligible because he/she owes the FMHA a debt, the applicant will be so notified and will be given a chance to repay the debt according to Section III, Part C, 2b, of this Plan. If, at the time of submitting the pre-application, the applicant is deemed income ineligible the family will be warned that it may not be eligible and a complete financial assessment will be made. The results of the eligibility will be communicated to the family. If an applicant is determined ineligible for any reason he/she shall receive notification of the reason and information on requesting an informal hearing as required in 882.216 and as outlined in section Q of this plan.
4. If the applicant does not qualify for a local preference, they will be informed of the importance of informing the FMHA of any change in family circumstances that will change their preference ranking.
5. When it is anticipated that an applicant may receive assistance in 60-90 days, then he/she will be contacted to complete an application. At this time, another check of the applicant's eligibility will be made.
6. If the family is determined eligible, then they will be informed of the approximate time that assistance should be available.
7. The preference status initially assigned to a family will determine the placement of that family's name on a waiting list. This preference status will remain with the family until the family notifies the Housing Authority, or the Housing Authority becomes aware of a change warranting a new preference status. All family size changes other than those caused by a birth, marriage, death or divorce, must be in effect six months before the Housing Authority will update the computer system with the correct bedroom size.

#### B. ELIGIBILITY OF POTENTIAL RESIDENTS

1. The applicant for **Section 8 rental assistance** must qualify as a family according to HUD regulations Section 882.102 Definitions, Eligible Family. A family may be a single person or a group of persons. Within the guidelines of these regulations the FMHA shall define a FAMILY as:
  - a. Two or more persons (with or without children) who will live together regularly in the dwelling unit and:



- (1) Are related by blood, marriage, adoption, guardianship, or;
- (2) Give evidence of a stable relationship that has existed over a period of time, between persons eligible for marriage pursuant to Ohio law.

Temporary absence of a child from the home to placement in foster care shall not be considered in determining family composition and size.

- b. A single woman who is pregnant shall be counted as a family. (NOTE: The pregnancy must be verified as outlined in Section III, Part E. 4. of this Plan).
  - c. Elderly Family
    1. A family whose head, spouse or sole member is at least 62 years of age.
    2. Two or more persons at least 62 years of age living together.
    3. One or more persons at 62 years of age living with one or more live-in aides.
  - d. Near Elderly Family
    1. A family whose head, spouse, or sole member is at least 50 years of age, but below the age of 62; or
    2. Two or more persons at least 50 years of age, but below the age of 62, living together; or
    3. One or more persons at least 50 years of age, but below the age of 62, living with one or more live-in aides.
  - e. Single Person Family
    1. May be an elderly person (62 and over);
    2. A displaced person;
    3. A disabled person; or
    4. Any other single person who is not elderly, disabled, or displaced.
  - f. Disabled Family
    1. A family whose head, spouse or sole member is a person with disabilities.
    2. Two or more persons with disabilities living together.
    3. One or more persons with disabilities living with one or more live-in aides.
  - g. Displaced Family
    1. A family in which each member or sole member is a person displaced by governmental action.
    2. A person who's dwelling has been damaged or destroyed by a formally recognized disaster.
2. The combined gross family income shall not exceed the HUD determined Section 8 Income Limits for Fayette County.

3. In the case of a participant family breaking up due to a court recognized divorce or separation, if the spouse who receives custody (full or joint) of the children is NOT the remaining member of the household then this spouse shall receive the next available Certificate or Voucher if he/she is otherwise Section 8 eligible and requests the assistance.
4. An applicant must have custody of a minor child at least 50% of the time in order for the child to be counted as a member of the family. A child who is temporarily away from home, due to placement in foster care, is considered a member of the family.

#### C. INELIGIBLE APPLICANTS

1. A family shall be deemed ineligible if:
  - a. It does not constitute a "family" under HUD and FMHA definition; or
  - b. It has a gross family income exceeding HUD determined limits; or
  - c. It has a Total Tenant Payment equal to or in excess of the FMR, or Payment Standard if a Voucher recipient, for the unit size for which it is eligible. (However, any family who, when reaching the top of the waiting list, has a TTP exceeding these guidelines will remain at the top of the list for a period of six months before being denied assistance. If during this six month period their TTP meets these guidelines they will be issued the next available Voucher as chosen by the family,); or
  - d. Fails to respond by deadline to the initial interview letter (deadline will be up to 14 calendar days after the date the letter was sent and the client will only be sent one letter); or
  - e. As applicant for, or previous participant in the Section 8 Existing or Public Housing Programs the family:
    - 1) Owes the Fayette Metropolitan Housing Authority or other PHA rent or other amounts in connection with Section 8 or public housing assistance under the United States Housing Act of 1937. (See 2.c. of this part for explanation of how applicant can apply if he/she owes FMHA money.)
    - 2) Currently owes the FMHA or other PHA for any amount paid to an Owner under a Section 8 Existing Contract, including damage, unpaid rent and vacancy claims. (See 2.c of this part for explanation of how applicant can apply if he/she owes FMHA money.)
    - 3) Has committed any fraud in connection with any federal housing assistance program. (In order to be denied assistance under this part, the fraud must have been proved in a court of law.)
    - 4) Has violated any Family obligation under the Section 8 Existing Program as defined in 24 CFR 882.118.
    - 5) Has breached a repayment agreement executed with the Authority or other PHA for debts as described in this section.
    - 6) Has engaged in drug-related criminal activity or violent criminal activity, as defined in 24 CFR 882.118.
2. In general, the following guidelines will be used in determining the eligibility of a family that owes money to the FMHA:
  - a. In cases where a participant must execute a new lease and the Authority must sign a new HAP contract for a program participant, the FMHA will only issue another Voucher, approve a new lease, or execute a new HAP contract according to the following:

- 1) All debts owed the Authority from a previous payback plan and any debts from the current tenancy for which the FMHA has reimbursed the current landlord must be repaid before a **Voucher** will be issued. If the family must vacate the current unit before it has a chance to settle all debts with the Housing Authority, then the family will be given thirty days to repay the Authority so that it can receive a **Voucher**. If the FMHA cannot issue the Certificate or Voucher within this thirty days then the family will be removed from the Section 8 Program. No "conditional" **Voucher** will be issued to a family owing the FMHA a debt.
- 2) In cases where the lease termination was not caused by the family or the family has shown good faith in trying to correct behavior which led to an eviction the Authority may sign a new contract for the family without first being reimbursed for known debts. A payback schedule, determined by the Section 8 Coordinator to be reasonable in the circumstances, will be signed with the family for any unpaid prior debts and/or new debts from the terminated tenancy.
- b. In cases where a family wishes to reapply after having left the Section 8 Existing Program because of termination due to suspected fraud, and the family did not offer any explanation or request a hearing at the time of termination, the family will be given a chance to meet with the Director and explain the suspected fraud. If the Director determines that the family did not intentionally commit fraud or determines that though fraud was committed, it was the first and only time that the Housing Authority had discovered fraud on the part of this family, then they will be allowed to add their name to the bottom of the appropriate waiting list as long as they are eligible as required by HUD. If the family owes a debt because of the alleged fraud, they must sign a repayment agreement and make financial restitution as outlined in (c.) below.
- c. In cases where a family wishes to reapply after having left the Section 8 Existing program owing a debt to the Authority, a repayment plan will be offered to the family by the Authority. With the first payment on the accepted plan the family will be allowed to enter its name at the bottom of the waiting list if the Authority is taking applications **and if the family** is otherwise eligible. The family will have 120 days from the date of the letter asking them to come for an interview to repay the entire debt. If it is not paid within that time their name will be removed from the waiting list. No **Voucher** will be issued until the entire debt has been paid to the Authority.
3. At any time during the course of the family's participation in the Section 8 Existing Program their assistance can be terminated and the HAP Contract canceled with thirty days notice to the owner.
  - a. If the participant has committed any fraud in connection with any federal assisted housing assistance program.
  - b. If the participant has violated any Family obligation under the Section 8 Existing Housing program as stated in 24CFR 882.118.
  - c. If a member of the participant family has engaged in drug-related criminal activity or violent criminal activity, as defined in 24 CFR 887.401, a participant family will be terminated under this part if the person committing the criminal activity was an adult and if the person was arrested for the activity and there is a preponderance of evidence that the crime was committed.
  - d. The FMHA may decide not to cancel the assistance if the remaining adult members of the household certify that the family member(s) involved in the proscribed activity will no longer reside in the unit and there is no reason to believe that these remaining adults participated in the proscribed activity. The family member may later join the family and reside in the unit if:
    - 1) One year has elapsed from the time the family member was terminated;
    - 2) The person completed any punishment required as a result of the criminal activity;
    - 3) In the case that the person has successfully completed a treatment program for the addiction.

- e. If head of household is confined to a correctional institution for more than 60 days then the Authority may choose to terminate the **Voucher** if the dwelling unit is no longer used as the principal place of residence for that head and family members.

If a participant is deemed ineligible for any of these reasons, the family will be notified that assistance will be terminated and will be given a chance to discuss the decision with the Executive Director. If, in the Director's opinion, there is reason to doubt that the family intended to violate the terms of the Section 8 Program, the family's assistance will not be terminated. However, if the family had previously been given an informal hearing for the same problem then it will be assumed that the family knowingly committed the second violation of Section 8 and FMHA policy and the termination will stand. If the family owes the FMHA for overpaid HAP because the family did not report a change, then the family shall sign a payback agreement calling for monthly payments of at least twenty dollars (\$20), with the entire debt repaid in not more than 12 months or the anniversary date of the lease, whichever is longer. If the Section 8 Coordinator determines that a payback schedule based upon these terms would be an undue hardship on the family, the Coordinator can establish a more reasonable repayment plan.

4. If an applicant is deemed ineligible or a participant's assistance is terminated, they shall be notified and granted a hearing as outlined in 24 CFR 882.216.
5. An applicant for Section 8 Assistance who is abusive or threatening to a staff member of the FMHA (this includes persons hired on contract basis) shall be deemed ineligible for rental assistance and shall have his/her name removed from the waiting list. A participant receiving Section 8 Rental Assistance shall be terminated from the program if he/she is abusive or threatening to a FMHA staff member. In determining the applicability of this section to a specific case the following shall apply:
  - a. Abusive language is defined as any language that insults, demeans or is considered socially unacceptable in an office atmosphere.
  - b. Threatening language and actions that lead the staff member to assume that the client may be physically dangerous to persons in the FMHA office. Language can include general threats to other persons which the FMHA staff person feels indicates the attitude of the client and therefore poses a threat to persons in the office. Threatening actions include, but are not limited to, overt actions as well as such implied actions as entering the office with a lethal weapon.
  - c. A spoken threat against a staff member, whether made directly to that person or not, shall be cause for deeming an applicant ineligible or terminating a program participant.
  - d. An offense of less direct nature will result in a verbal (documented) or written warning that a second offense will result in termination.
  - e. Termination of a program participant will be effective thirty days from the date of the written termination notice to the landlord and the client.
  - f. All instances of abusive and threatening actions or language shall be documented in the client's file and retained for three years.
  - g. A client denied assistance or terminated for this reason shall not have the right to an informal hearing.

#### D. SELECTION PREFERENCE

1. The FMHA shall not, on account of race, color, creed, religion, sex, familial status, disabled, or national origin discriminate in the leasing or rental, or in the use or occupancy thereof, nor deny to any family the opportunity to apply for such housing, nor deny to any eligible applicant the opportunity to lease or rent any dwelling in any such housing suitable to its needs.
2. Preference in ranking of eligible families shall be as follows:

- a. **Eligible** families shall be issued a **Voucher** according to the following preferences (the same order shall apply to a single person – with a Single Preference having top priority):
    - 1) Families who qualify as Veterans and are residents of Fayette County.
    - 2) Families who do not qualify as Veterans but are residents of Fayette County.
    - 3) Families who qualify as Veterans and are not residents of Fayette County.
    - 4) Families who do not qualify as Veterans and are not residents of Fayette County.
  - b. Waiting lists will be maintained for families according to the date and time their pre-application was received and according to the above preferences. A family or single person will not be issued a **Voucher** based on bedroom size eligibility.
  - c. To provide area wide housing opportunities for families, FMHA absorbs any incoming **Voucher**. If FMHA has a **Voucher** available, the client is issued a **Voucher** from FMHA and the client's original **Voucher** is returned to the issuing Housing Authority.
3. In determining if a family can claim a local or veteran preference the following definitions shall apply.
    - a. Resident of Fayette County: The family must live or at least one member must have a job within the limits of Fayette County in order to claim resident status.
    - b. Veteran Status:
      - 1) Veteran status will be given to the families (individual, spouse and/or minor children) of Veterans and Servicemen.
      - 2) "Veteran" means a person who is an honorably discharged member of the armed forces of the United States who served on active duty during a foreign conflict.
      - 3) "Servicemen" means a **person** serving in the active military or naval service of the United States.
  4. In determining the Voucher bedroom size for an eligible family, the following will be the criteria:
    - a. There shall be at least one bedroom for each two persons in the family.
    - b. A husband and wife shall occupy one bedroom.
    - c. Two children of opposite sex both under five years of age shall occupy one bedroom.
    - d. The single head of the house will be entitled to a separate bedroom. However, if the single head of house has a roommate of the same sex living with him/her and sharing household expenses or a person of the opposite sex living with him/her in a relationship which they deem to be similar to that shared by a husband and wife, he/she and the other person shall be entitled to share one bedroom.
    - e. Where there is an age difference of 5 years or more between children of the same sex, they may be entitled to separate bedrooms.
    - f. An unborn child will not be counted in determining bedroom size if the birth of the child will not cause overcrowding (i.e., more than two persons to a bedroom.) However, once the term of pregnancy exceeds 180 days or more, the unborn child will be counted in determining bedroom size (upon certification from a physician). Bedroom size determinations will only be considered at initial participation and annual recert.

- g. The applicant or participant family must have custody of a minor child at least 51% of the time in order for the child to be counted as a family member and used in determining bedroom size.
  - h. Live-in aides and/or foster children living with a family at the time the family first comes on the program shall be counted in bedroom size determination. If a live-in aide or foster child joins a family while it is a Section 8 program participant then the bedroom size will only be changed if the family must move in order to house the new family member and actually moves to a unit with more bedrooms.
5. Once a participant family receives their Voucher, they may choose a unit smaller than the size designated on the Voucher. In determining if this unit is appropriate for the family, the FMHA will use the following criteria:
    - a. The dwelling unit shall contain a living room, kitchen area and bathroom.
    - b. The dwelling unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two persons.
    - c. Persons of opposite sex, other than husband and wife, couples living together as husband and wife, or children under five years of age shall not be required to occupy the same bedroom or living/sleeping room.
  6. The Housing Authority will amend the bedroom size determination if the family can provide authoritative proof (such as a physician's or psychologist's statement) that such a change is necessary for the well being of the family.
  7. Eligible families with Vouchers who choose housing where the gross rent is less than their Total Tenant Payment will not receive assistance or become part of the program. As soon as the Housing Authority determines the gross rent, the family will be notified that there cannot be a HAP contract on that property for them. If the family wishes to choose a better place where the gross rent, though under the FMR and rent-reasonable, is over their GFC, they will be given assistance.

#### E. VERIFICATION OF INCOME, PREFERENCES AND DETERMINATION OF ADJUSTED INCOME

When a family is within 60 - 90 days of receiving rental assistance, they will be contacted and asked to furnish any documents necessary to verify income and eligibility. All eligibility must be verified no more than 60 days prior to issuance of a Voucher, (120 days for recertification). The Housing Authority will send verification forms to third parties. FMHA will wait up to four weeks for the verification to return. If the verification forms are not returned within the four-week period, the Housing Authority will use the documents provided by the family.

1. **STATEMENTS:** Applicants and residents shall be required to furnish proof of their statements when required by the Authority to reasonably assure accuracy.
2. **SOCIAL SECURITY NUMBERS:** Verification of a Social Security Number shall be made by receiving a copy of the Social Security card issued by the Social Security Administration; by checking the Social Security number on the person's driver's license or other photo I.D.; by verifying the number with an employer or bank or other agency which requires proof of Social Security number. Once a Social Security number has been verified it does not have to be verified at each annual recertification. Social Security Numbers must be provided for all members the age of 5 and older. If a member, 5 or older, does not currently have a Social Security Number, they must provide proof for applying for a Social Security Number. The family's application will be delayed until proof of the Social Security Number is received.
3. **DISABILITY:** For those claiming disability it shall be defined as in Section 223 of the Social Security Act or in Section 102 (5) of the Development Disabilities Service and Facilities Construction Amendments of 1970 or disabled within the meaning of the Housing Act of 1959. A statement from a physician stating that a person is disabled within these definitions shall be proof of this status.

4. **FAMILY COMPOSITION:** Certification by applicants will normally be considered sufficient verification of family composition and residence. Certification is provided by the applicant's signature on the pre-application, the application and the Applicant/Tenant Certification. Certification by signing one of these forms will be considered sufficient verification of family composition at the time of re-examination. In instances where there is reason to doubt the validity of the statement of family composition, the family will be required to furnish third party proof and to provide a notarized statement regarding the composition of the family unit. In cases where the head of household is divorced or separated and claims custody of minor children in the family, must provide a copy of a divorce decree or legal separation document showing custody. Third party verification of a pregnancy must be obtained from a doctor before a family can be issued a Voucher or before the family's bedroom size can be changed at recert time. If the pregnancy does not affect the family's eligibility or bedroom size determination then it will not have to be verified. (See bedroom size determination D. 5.)
5. **DRUG ABUSE:** If the family indicates that a household member is currently abusing or addicted to illegal drugs then the family will be denied until they can provide third party verification that the family member has successfully completed a treatment program and is currently free from illegal drug use. If the family is denied their name shall remain on the waiting list at their original number until they provide the required verification.

Family member shall be defined as a person who is listed on the application and who will be expected to live with the family in a Section 8 assisted unit. If the family member who is involved in illegal drug use will not be living with the family and the family completes a notarized statement to that effect, then the family will not be denied. However, the family member cannot join the family unit without completing the above.

6. **LOCAL PREFERENCES:**

- a. Veteran's status shall be verified from the same sources as income for veterans and dependents is verified. If a third party verification cannot be obtained then a Veteran preference cannot be given. In the case of a spouse claiming this preference because their husband/wife is a veteran and the veteran does not live with the family then written verification must be obtained from the veteran or a reliable third party as to why the veteran is not in the home. If the veteran and spouse are separated or divorced and there are no minor children from the marriage living in the home then the spouse cannot claim veteran status.
- b. Residency - The family's certification shall be proof of status unless the FMHA has reason to doubt the family is a resident of Fayette County. In that case, the FMHA shall have proof from the current landlord or local employer.

If verification proves that the family is not eligible for the preference it claims then the family shall return to the appropriate waiting list in the place it would have been given if it did not qualify for a preference.

The FMHA staff member taking the application will read aloud and further explain the warning statement printed on the face of the application; i.e., that willful falsification of any information is a criminal offense.

7. **INCOME:**

- a. All earned income shall be verified at the time of admission or annual re-examination through employer's W-2 forms, check stubs, or other means to assure accuracy. Whenever possible third party verification will be obtained. All income changes reported between re-examinations must be verified.
- b. The income of a family member confined in a nursing home or other institution will be counted as part of the family's income if counting the income with the attendant deductions works to the family's benefit. If not, the income will not be counted.

- c. Unearned income shall be verified by viewing check, certificates of award, or other means to assure accuracy.
  - d. All determinations shall be fully documented in the files.
  - e. Any participating family showing NO income or an income so low that it is questionable that the family can live on that amount shall be required to report monthly to the office of the FMHA to prepare a budget form showing how the family is able to live with no source of income. This procedure will be required because it is highly unlikely that any family can live for a long period of time with little or no income. If, however, in the determination of the Section 8 Coordinator or Executive Director, a participating family does appear to be able to exist without any funds or donations which the Authority would deem as reportable sources according to HUD regulations, then the family will not have to complete the monthly budget form.
  - f. In determining the amount available to the family for living expenses from educational scholarships and grants the FMHA will estimate that each person receiving a scholarship or grant will have \$50.00 per quarter worth of "miscellaneous personal expenses" (an allowed deduction for school expenses).
8. DETERMINATION OF 30% OF MONTHLY ADJUSTED INCOME: All calculations made in determining program participants' 30% of monthly adjusted income will be in strict adherence to applicable HUD regulations for the Section 8 Voucher Programs.

#### F. ISSUANCE OF VOUCHERS/BRIEFINGS

##### 1. ISSUANCE OF VOUCHERS:

###### a. NEW APPLICANTS:

When a Voucher becomes available, the next eligible family on the waiting list will be scheduled for a briefing and issued a Voucher. If, however, the family has not cooperated with the FMHA in providing necessary information, reporting family composition and income changes, etc. in a timely manner, the FMHA may issue the Voucher to the next eligible family. The family bypassed will remain at the top of the appropriate waiting list **for a period of two weeks**. If insufficient funds are available to house the family at the top of the waiting list, the Housing Authority will not skip to the next applicant on the waiting list. The Housing Authority will wait until there are sufficient funds to house the applicant at the top of the list.

- b. If a family has received a Voucher and before they sign a contract the FMHA determines that the family is no longer eligible for Section 8 assistance then the family's Voucher will be terminated. Termination of Voucher will only occur when the family becomes ineligible because of family composition or income. Examples:
  - 1) A single pregnant woman miscarries or aborts the baby.
  - 2) The family's income increases over the Section 8 income limit. Any applicant terminated under this section will be offered the chance for a hearing.
- c. If a family is issued a Voucher and their local preference changes naturally during the time in which they are looking for housing they may continue to keep their Voucher, even if they lose their preference status.
- d. If a family is issued a Voucher and before the family signs a lease the family's status changes requiring a different size Voucher, then the FMHA will reissue the Voucher in the appropriate size IF funds are available for the appropriate bedroom size. If not, then the family will have to wait for assistance until their name is reached on the appropriate bedroom size list.



- e. If a family receives a Voucher and, before the family signs a Section 8 lease, the housing authority discovers the family lied on the application or preference form then the family will be terminated and will be offered a chance for a hearing. If, at the hearing, it is determined that the preference or family information provided by the family was false then the family's name will go in the appropriate place on the waiting list that reflects their actual preference.
  - f. Once a Voucher has been issued, as long as the family adheres to all program requirements and the term of the ACC has not expired, they will have rental assistance under the Section 8 Program. However, if the family unit first taken onto the program should separate and no family member remains in the house, then the person retaining custody of any minor children shall retain the assistance. If custody is shared or there are no minor children then the person originally designated as head of household shall retain the assistance. If this person leaves the home during the term of the lease, but others remain, then the Voucher shall go to the remaining head of household. If a couple in the process of separation wishes to designate one of them as the one to retain the assistance, then they shall so indicate in writing to the FMHA.
  - g. The FMHA will verify income and eligibility in such a manner as to assure proper issuance of Vouchers to meet the leasing schedule and to guarantee that any Vouchers, which become vacant during the management phase are reissued immediately.
  - h. If, during the management phase, the Voucher occupancy rate drops below 95%, Vouchers may be over-issued at the discretion of the Executive Director and in accordance with 7420.7, 4-10.
2. BRIEFINGS: Briefing sessions for the Voucher Program will be held in small groups or individually. Adequate opportunities shall be provided for families to raise questions and discuss the information provided. Briefing sessions will include the following information:
- a. The family's and owner's responsibilities under the lease and contract;
  - b. Instructions on how to find suitable units fitting their needs.
  - c. Applicable housing quality standards and procedures for inspections by the FMHA;
  - d. How to determine the Total Tenant Payment using the Maximum Housing Voucher Subsidy, an explanation of Portability;
  - e. Federal, state and local fair housing and other pertinent laws;
  - f. Expiration and extension of their Voucher;
  - g. Utility allowances;
  - h. The Voucher Holder's Packet (contents as stipulated in 7420.3, 882.209 b);
  - i. The areas within Fayette County where the FMHA can execute contracts.
3. DWELLING UNIT LOCATION PERIOD: The following assistance will be provided to those program participants who are experiencing difficulty in search of housing:
- a. If a Request for Lease Approval is submitted before expiration of the original Voucher, but the request is not approved, the FMHA shall determine whether sufficient time remains to find another unit. If the remaining time is determined to be insufficient, FMHA shall extend the time according to HUD guidelines.
  - b. The FMHA will maintain a list of interested owners to aid families in locating units.
  - c. If a Voucher expires or is about to expire and FMHA determines that the family's failure to find a suitable unit is not its fault and not due to lack of diligence, the family will be granted an extension

for a term not to exceed 60 days. Documents must be made and kept as a permanent record in the folder as to the reasons for the extension.

- d. From the date of initial inspection of a property, the family will be given 30 days or until the expiration of the Voucher, whichever is later, to see that the owner has completed repairs and the HAP Contract is signed or to have a Request for Lease Approval for another property turned into the FMHA. The Authority will work with the family to insure that this deadline is met. The family can acquire a new Request for Lease Approval prior to the 120 day expiration of a Voucher and not after this time frame. If a contract does not result from the second Request for Lease Approval then the family will lose the Voucher and must reapply and be placed at the end of the waiting list.
4. FAMILY OBLIGATIONS - The following is a list, but not limited to, of participant's obligations under the Section 8 Existing Housing program.
- a. All documents must be received by HA Personnel only. You should receive a receipt for all documents submitted to the HA. If the clients do not show a receipt, we will assume they DID NOT SUBMIT the documents to the HA. NO EXCUSES WILL BE ACCEPTED.
  - b. Inform the HA in WRITING of family size changes and/or any decrease in family income. If you report the household has no income, and then start receiving income, it must be reported within 10 calendar days. If the HA is not informed within 10 calendar days of the changes, you may be:  
  
required to pay back the entire amount of the overpayments and/or  
terminated from the Section 8 program and/or  
prosecuted for fraud.
  - c. Keep all appointments if possible. If you need to reschedule call before the scheduled appointment, but do not make a habit of breaking appointments. We have a limited time frame for appointments, your help is always appreciated by keeping and being prepared for the appointments.
  - d. To stay in rental unit for at least one year before moving. You must notify the Housing Authority and the owner in writing (minimum 30 days notice) before moving out of the unit or terminating the lease.
  - e. Submit the Request for Lease Approval (RLA) completely fill out or it will not be accepted.  
  
The Request for Lease Approval must be submitted no later than four days before expiration of your voucher. The Housing Authority needs enough time to process the Request for Lease Approval, inspect the unit, for the landlord to make repairs if needed, and sign contracts.
  - f. INFORMAL HEARING – I understand I may request an informal hearing for FMHA decisions relating to the following:  
  
Calculation of the Total Tenant Payment or Tenant Rent.  
  
Denial or termination of assistance for family because of family's action or failure to act.  
  
Determination to terminate assistance because the family has been absent from the assisted unit for longer than HUD rules or Housing Authority policy allow.
  - g. Abide by the family obligations on the voucher and all the rules of the lease.

#### G. HOUSING STANDARDS AND INSPECTIONS

1. The FMHA will use the acceptability criteria in the HUD Housing Inspection Manual with the following local requirements:

- a. All units with HAP Contracts are required to have WORKING smoke detectors on every floor. The smoke detector WILL BE located near sleeping rooms.
  - 1) The property owner is responsible for installing at least one battery-operated or hard-wired smoke detector(s) in proper condition, on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person. The owner is also required to inspect and replace batteries, as necessary, in smoke detectors.
  - 2) The renter is responsible for not tampering with smoke detectors and ensuring that batteries are kept in place. Residents are also responsible for informing the owner of any problems with the smoke detectors, including the failure of batteries.
  - 3) All new units taken onto the program will be included in this requirement. In addition, any unit which a Section 8 tenant vacates and into which another Section 8 tenant moves must have the required number of detectors before a HAP Contract for the new Section 8 tenant will be signed.
  - 4) The Section 8 Inspector will require smoke detectors at each initial inspection for a new unit. In addition, the inspector will require that any smoke detectors in any unit that he/she inspects must be working. At annual recert inspections, any units originally required to have smoke detectors will be inspected for this requirement.
- b. Water heaters must have a discharge line from the temperature-pressure relief valve to within 6" of the floor.
- c. In determining adequate heat, the FMHA shall use the requirement in the BOCA Basic/National Existing Structures Code (Section ES-601.0 Heating Facilities). Every owner of any structure who leases a unit through the Section 8 Program shall supply a source of heat capable of supplying "sufficient heat during the period from October 1 to May 15 to maintain a room temperature of not less than 65 degrees F. (18 degrees C.), in all habitable spaces, bathrooms, and toilet rooms during the hours between 6:30 a.m. and 10:30 p.m. of each day and maintain a temperature of not less than 60 degrees F. (16 degrees C.) during other hours. The temperature shall be measured at a point 3 feet above the floor and 3 feet from exterior walls.

EXCEPTION: When the exterior temperature falls below 0 degrees F. (-18 degrees C.) and the heating system is operating at its full capacity, a minimum room temperature of 60 degrees F. (16 degrees C.) shall be maintained at all times.

2. Families will be given a copy of "A Good Place to Live" and encouraged to find a unit using the criteria explained in this booklet and the above local requirement. The difference between HUD Quality Standards and Tenant Preference items will be explained to the family.
3. FMHA will perform all Section 8 inspections using the inspection form: Section 8 Existing Housing Programs (HUD-52580). Notes will be made of items that pass with comment. This will help Provide documentation in cases where a question arises over the tenant's care of a unit.
4. Tenants and owners will be informed of all items that fail inspection. Suggestions will be given to the owner as to possible methods of repairing failed items. No units will be passed unless every item on the checklist passes. Contracts will not be signed for units that do not pass.
5. Initial Inspections shall be scheduled and performed within a reasonable time, allowing for an answer to the owner and the family.
6. Whenever an HQS inspection is made of a unit (new or recert) the landlord will be given a deadline date for repair of the unit. At least one week prior to the deadline date, the FMHA will send the landlord and tenant notices of the date of the reinspection of the unit. The landlord will be informed

that he/she must contact the FMHA at least one day before the inspection date if the unit will NOT be repaired by that date.

7. When the HAP contract is signed, the owner and renter will be urged to complete a Joint Inspection Sheet documenting prior condition of the unit as of the initiation of the lease. When the HAP Contract is terminated this Joint Inspection Sheet will be used by the Authority to determine damages actually caused by the renter as outlined in the Authority's Damage Claim Policy as approved by the FMHA Board of Commissioners.
8. Each year 5% of housing will be chosen at random to be inspected by someone other than the regular Housing Quality Standards inspector. This inspector will be someone trained in approved HQS, and this annual inspection will help maintain an acceptable program of housing inspections by the FMHA by providing for internal quality control.
9. If an owner leasing through the Section 8 Program has a history of not making repairs by the deadline that are required at recert or special inspections the following shall apply:
  - a. The FMHA will not accept a Request for Lease Approval on any property where the owner's refusal to make timely repairs resulted in a Section 8 participant being forced to move.
  - b. The FMHA will refuse to list properties for owners who have had more than two HAP payments abated because of missing repair deadlines. Though the Authority will accept Request for Lease Approvals for units owned by persons in this category, the FMHA will inform the family of the owner's record of poor property maintenance.
  - c. If, in the determination of the Housing Authority staff, following the above guidelines would adversely affect a family's chance to find adequate housing or would penalize an owner where the maintenance delay was beyond his/her control, the Section 8 Coordinator may make an exception to this rule.

#### H. LEASE APPROVAL AND HOUSING ASSISTANCE CONTRACT:

If the Fayette Metropolitan Housing Authority determines that a unit which an eligible family wishes to lease is in decent, safe and sanitary condition, the proposed lease complies with the following requirements, the FMHA shall approve the lease and shall notify the family of its determination.

##### 1. LEASE REQUIREMENTS:

- a. The term of the lease shall be for one year or longer, but in no case shall it extend beyond the termination of the ACC. For purposes of determining the annual recertification date, the lease shall not extend beyond one full year. Therefore, a recert date for a family signing in the middle of the month will be the last day of the month preceding the month the lease is executed.
- b. The term of the contract shall be the term of the lease.
- c. FMHA will encourage landlords to use a uniform lease; all other leases will be reviewed with the owner and the voucher holder to ensure that the lease does not contain any provisions prohibited by regulations.
- d. The lease shall contain the required lease provisions specified in the regulations. The HUD Addendum to the Lease (current edition) will be attached to or otherwise a part of all leases.

2. RENT ACCEPTABILITY – VOUCHER PROGRAM: The FMHA will make no determinations of the reasonableness of the rent charged for a property lease by a Voucher holder. Based upon the amount of the family's 30% of adjusted monthly Income and the Applicable Payment Standard, the family will be told the amount of monthly payment the FMHA will make on their behalf. They will be informed that if they find an acceptable property with a gross rent below the Payment Standard, they

will be able to save money. However, they will be informed that no matter how low the rent, they will be required to pay no less than 10% of their monthly gross income toward rent and utilities.

3. EXPLANATION TO PARTICIPATING OWNERS: It will be the responsibility of the Voucher holder to explain the program to the owner using the special landlord's material supplied by the FMHA. However, in all cases the applicant will be encouraged to have the owner contact the FMHA for more detailed information. All owners already participating in the program will be encouraged to attend any planned public landlord information meetings.

#### I. PAYMENTS TO OWNERS

1. An eligible family shall pay housing assistance payments (HAP) to an owner in accordance with his or her contract for the dwelling unit under lease. These housing assistance payments will cover the difference between the contract rent and the portion of said rent payable by the family as determined in accordance with HUD established schedules and criteria.
2. Monthly HAP checks will be dated on the first of the month and will be mailed to owners as soon as the Authority has bank confirmation that the monthly HUD requisition has been deposited into the Authority's account. Payments will be made to each owner according to his HAP contract and verifying the following:
  - a. Payee
  - b. Family name and HAP Contract number
  - c. Net rent due owner by FMHA
  - d. Any and all prior or current month's rent adjustments that are applied at this time
  - e. Total amount to be received by the owner from FMHA
3. Owner endorsement of check certifies that all conditions of the HAP contract have been complied with.

#### J. APPLICABLE PAYMENT STANDARD FOR VOUCHER PROGRAM

Payment Standard schedules are established by bedroom size and apply to all Housing Voucher units being administered by the FMHA.

1. SINGLE PAYMENT STANDARD: In each bedroom size there shall be one payment standard. This standard will be used for new participants as well as for those moving within the Voucher Program.
2. AFFORDABILITY ADJUSTMENT:
  - a. At least annually the Executive Director shall review the amount of gross rent being paid by Voucher families to determine what percentages of monthly adjusted income families in each bedroom size are actually paying for gross rent. If the Director determines that more than one-half the families in a bedroom size are paying more than 35% of their monthly adjusted income for gross rent then the Director shall determine if, and how much an Affordability adjustment should be made. In making that determination the following shall be considered:
    - 1) The length of time it takes Voucher families to find units and how many cannot find housing; the availability of modest, affordable units in the bottom half of the rental market.
    - 2) The contract rents for units on the open market as well as units on the Section 8 Program.
    - 3) The impact on gross rents of any anticipated utility rate increases.

- 4) The type of structures and the quality of the neighborhoods where units are rented by Voucher families who pay more than 50% for rent and utilities.
  - 5) The financial impact on FMHA's voucher program if the Payment standard is raised.
  - 6) The date of the last Affordability adjustment for the bedroom size in question. Unless extreme changes in the market have cut the availability of affordable units, a bedroom size payment standard shall not be raised if it has been raised within the last two years.
- b. If the Director determines from studying the above data that Voucher participants in certain bedroom sizes do not have freedom of choice in selecting modest units without incurring a high rent burden then the following guidelines shall be used in establishing the new Voucher Standard:
- 1) An Affordability adjustment will be set anywhere between the initial standard and the FMR, or HUD-approved community-wide exception rates, currently in effect.
  - 2) The amount of the adjustment will not be so high that it raises significantly the number of families who will be paying less than 30% of adjusted income for rent.
  - 3) The long-range financial effect of raising one or more Payment Standards shall not require a significant reduction in the number of families served over the course of the ACC.
- c. Whether an adjustment in one or more payment standards is made or not, the Director shall keep all data regarding the above and a written explanation of the basis for the decision to adjust or not adjust the payment standard.
3. REGULATION CHANGES: Changes in Federal Regulations regarding payment standards and affordability adjustments will automatically be incorporated into this section.

#### K. REVIEW OF FAMILY CIRCUMSTANCES, RENTS, UTILITIES AND HOUSING QUALITY

1. ANNUAL RE-EXAMINATIONS:
  - a. Re-examination of family income, composition and the extent of eligible medical or other unusual expenses incurred by the family shall be made by the FMHA at least annually.
  - b. Appropriate redetermination shall be made by FMHA of the amount of Total Tenant Payment and the amount of the housing assistance payments, all in accordance with schedules and criteria by HUD.
  - c. FMHA will determine whether a dwelling unit is decent, safe and sanitary by reason of an increase in family size; if not, the family and the FMHA shall try to find an acceptable unit as soon as possible.
2. UTILITY ALLOWANCE ADJUSTMENTS: At least annually, FMHA shall determine whether there has been a substantial change in utility rates or other change of general applicability and whether an adjustment is required in the allowance of utilities and other services. Taking into consideration size and type of dwelling units and other pertinent factors, and shall furnish HUD with a copy of the adjusted schedule. The Executive Director shall be responsible for the annual review of utility allowances.
3. FMR ADJUSTMENTS: If FMHA finds that utility cost changes are causing substantial difficulties in leasing decent, safe, and sanitary housing within the existing fair market rent limitations, FMHA shall furnish appropriate documentation to HUD with a request for the consideration of the need for a change in the fair market rents.

4. RENT ADJUSTMENTS: Annual rent adjustments are not controlled by the Authority for families leased through the Voucher program. They are negotiated between the owner and the family. However, the owner will be required to send the FMHA notification of a rent raise for a family with a Section 8 Voucher.
5. HQS REINSPECTIONS: In addition to the initial inspection, FMHA will inspect each dwelling leased to an eligible family at least annually and at such other times as may be necessary to assure that the owner is meeting his or her obligations to maintain the unit in a safe and sanitary condition and to provide the agreed upon utilities and other services.

FMHA will take into account complaints and any other information coming to its attention in scheduling inspections. All complaints by families concerning compliance by the owner with FMHA housing quality standards shall be retained in the FMHA files for three years.

#### L. TERMINATION AND FAMILY MOVES

1. Prior to the issuance of the Voucher, a family will be briefed concerning the term of the lease and the responsibility to fulfill the lease requirements and the lease term. They will also be informed of the possible consequences if they break the lease by moving before the end of the term. (III C)
2. The annual review will be at least three months prior to the end of the term, thus enabling the family to be given another 60 day Voucher if they desire to move.
3. The family and owner will also be informed that if the home is not kept up to HQS by the owner or if the family size changes enough to require a family to move, the contract will be terminated by the Housing Authority as described in the HAP Contract.
4. In all cases, both the family and the owner will be reminded that their rental relationship is the same as it would be without the Section 8 assistance. Owners and renters will be encouraged to solve their own disagreements. However, the Housing Authority will be glad to act as a mediator if the parties cannot solve their differences. The goal of the Authority will be to prevent evictions or contract terminations.

#### M. PORTABILITY/VOUCHERS STATUTORY VOUCHERS

1. For the Voucher Program, if a family wishes to move out of the area in which the FMHA has determined that it is able to enter into contracts and wishes to continue receiving assistance, the Portability feature allows a participating Housing Voucher family to move from one Housing Voucher jurisdiction to another. The PHA which issues the family a Voucher is the "Initial" PHA and the PHA that accepts the Housing Voucher family is the "Receiving" PHA. The following procedures and regulations apply to the Voucher Portability feature:
  - a. A family must be a Voucher program participant or have been issued a Voucher from the Initial PHA to be eligible for the Portability feature.
  - b. Since the FMHA, a PHA administering a Housing Voucher program, MUST accept Housing Voucher families who wish to move into its jurisdiction, it will either bill the Initial PHA for housing assistance on behalf of the family or issue a Voucher under the FMHA's ACC.
  - c. The FMHA will deny a Voucher family's request to move from the Jurisdiction of the FMHA if the number of FMHA portable Vouchers would exceed 15% of the total units under lease in the Voucher Program.
  - d. If it is determined that the family is eligible to move under the Portability feature, the FMHA will contact the Receiving PHA notifying them that the family is eligible for assistance and that a Voucher has been issued.

- e. While a family is eligible to move more than once under the Portability feature, they will not be permitted to move more than once in any 12-month period.
  - f. No Voucher shall be issued under this section if the applicant owes unpaid rent or other charges to the FMHA or if they vacate their unit in violation of their lease, unless arrangements acceptable to the FMHA have been made for repayment.
  - g. The Initial PHA will determine the family's eligibility for a Section 8 Voucher and the Receiving PHA will recertify the family's income to calculate the housing assistance payment based on the applicable payment standard in effect at the Receiving PHA.
  - h. The FMHA will provide detailed accounting for billing of fees to other PHA's as instructed by HUD.
2. STATUTORY VOUCHERS: Any family assisted by the FMHA under the Housing Voucher programs may receive such assistance to rent an eligible dwelling unit if the dwelling unit to which the family moves is within the State of Ohio.

In administering statutoring portability the following shall apply:

- a. An applicant who has been issued a Voucher by the FMHA is not required to live within jurisdiction of the FMHA before moving with the Voucher within the State of Ohio.
- b. The FMHA will not limit how many Vouchers are used in Statutory Portability.
- c. A family may move with Statutory Portability only once per year and each move must be within Ohio.
- d. If it is determined that the family is eligible to move under the Statutory Portability feature, the FMHA will contact the Receiving PHA notifying them that the family is eligible for assistance and that a Voucher has been issued.
- e. No Voucher shall be issued under this section if the applicant owes unpaid rent or other charges to the FMHA or if they vacate their unit in violation of their lease, unless arrangements acceptable to the FMHA have been made for repayment.
- f. The initial PHA will determine the family's eligibility for a Section 8 Voucher and the Receiving PHA will recertify the family's income to calculate the housing assistance payment based on the applicable payment standard in effect at the Receiving PHA.
- g. The FMHA will provide detailed accounting for billing of fees to other PHA's as instructed by HUD.
- h. Any other regulations for housing voucher portability found in 24 CFR 887 Subpart L apply except:
  - 1) The FMHA will assume the responsibilities of the Initial PHA towards families moving into its jurisdiction from another PHA in Ohio. The FMHA will either bill the original Initial PHA for the housing assistance payments on behalf of the family or may provide assistance to the family using funding under its ACC.
  - 2) If a FMHA Voucher holder wishes to move to a jurisdiction in Ohio that does not have a PHA with a Voucher program then the FMHA will fulfill the PHA responsibilities under the Voucher programs and provide assistance to the family at the new dwelling unit. If possible, the FMHA will contract with the nearest PHA to perform HQS inspections and other responsibilities.



3. **ABSORBING VOUCHERS:** To provide area-wide housing opportunities for families, FMHA will take any Voucher transferring into FMHA's jurisdiction. If FMHA has a Voucher available, the Housing Authority will issue it's own Voucher, and will return the original Voucher to the issuing Housing Authority. The family receiving the new Voucher does not have to be on the Housing Authority's current waiting list to receive the Voucher.

**N. INTERIM REDETERMINATION:**

1. The FMHA requires all Section 8 Program participants to report, within 10 days, any changes in family composition, all increases in monthly income and all decreases in allowable medical or unusual expenses.
2. When the family signs the lease, they shall be informed that they may not have any other persons move into their home, other than those listed in the lease, without the written permission of the landlord and the FMHA. A person shall be determined as having moved in with a family if he/she stays longer than 14 days within a 30 day period, has no permanent address, moves personal items into the home and sleeps at night in the home, uses that address as his/her mailing address, or if it has been proved in any way that he/she is a resident of that home.
3. The Total Tenant Payment established at initial program participation or at an annual recertification will remain in effect for the period between annual redetermination unless during that period:
  - a. A person with income joins the family as approved by the FMHA. In this situation a redetermination will be done which will count all family income whether or not a portion of earned income had not been counted previously and a new lease addendum will be executed.
  - b. A family member begins receiving regular payments (unearned income) from an outside source (Welfare, Unemployment, Social Security, etc.). In this situation the interim will be based on the amount of income used in determining the last TTP plus the new unearned income.
  - d. If it is determined that the family has misrepresented the facts upon which the original or re-exam TTP is based so that the rent the family is paying is less than the rent that they should have been charged then an interim will be done, all the family income will be counted, and the family's rent raised accordingly (see the following part N. 4.). In addition, the family will be required to execute a repayment agreement with the Housing Authority for any retroactive rent that should have been paid by the family.
  - e. If the family does not report a raise in income within 10 days of receipt of the first payment of the additional income, they will receive a letter to meet with the Authority to discuss the requirement to report ALL income within 10 days. If the family meets with the Authority and later does not report another raise in earned income, then an interim will be performed and the TTP adjusted according, regardless of the source of the net income. (See part 1. of this section.) In addition, the family will be required to execute a repayment agreement with the Housing Authority for any retroactive rent that should have been paid by the family.
  - f. If a family member receives a raise in an unearned source of income an interim redetermination will be done based upon the amount of income used in determining the last TTP plus the raise in unearned income. If the family does not report the raise in unearned income within the 10 day deadline they will be sent a termination letter, given a chance for a hearing, and be required to execute a repayment agreement with the Housing Authority for any retroactive rent that should have been paid by the family.
  - g. In the above situations, an Interim re-examination will only be done in those cases in which the increase or decrease in the HAP will amount to more than \$40.00.
4. Changes, which will result in an increased TTP and therefore a decreased HAP, will be effective with the first HAP payment at least 30 days following the actual change in the income.

5. Changes, which will result in a decreased TTP and therefore an increased HAP, will go into effect prior to the next month's rent, if possible. Any such change made after the 25th of the month and reported to the FMHA will be considered and every attempt will be made to increase the HAP Prior to the first of the month. However, the FMHA does reserve the right, if it proves impractical logistically or timewise to make such a change after the 25th, to postpone the change to the following month.
6. An interim will be done whenever a family reports a change (increase or decrease) in income that is from a source deemed "seasonal employment" by the Housing Authority.
7. If it is determined that the family's failure to report an income or family size change was deliberate, then the FMHA will determine that the family has violated the terms of the Section 8 Program and the family's assistance will be terminated according to Section III. C. 3. of this Plan.
8. Lump Sums: A lump sum is an amount received as the start of a periodic payment. In determining the effect of lump sums in interim redetermination the following shall apply:

- a. The lump sum will not be included in annual income.
- b. If the lump sum is deposited into a saving account which draws interest, the lump sum will be counted as an asset and will be calculated accordingly.
- c. Medical Deductions: Medical expenses which become allowable deductions because a family receives a SSI lump sum will be counted as of the date that an interim or recert that includes the lump sum is effective. If necessary, the family will be given three months after the date of the recert or interim appointment to collect receipts to prove any medical expenses not verified through a third party.

#### O. EVICTIONS

1. The owner and family will be informed at the time the contracts are signed that the owner has the right to evict without FMHA approval. The owner will be reminded that he/she must follow state and local laws in evicting.
2. The FMHA will also inform the owner that it requires a notification of eviction in writing according to the terms in the HAP Contract. This prior notice will enable the Housing Authority to determine "just cause" and actual move-out date to give the Housing Authority time to monitor HAP payments to prevent payment for a unit where the family has moved, and allow a chance for the HA to try to work out an equitable solution with both parties before the eviction proceedings occur.
3. The family will be informed that it must inform the FMHA of any anticipated eviction as soon as it is aware of the proceedings.
4. The owners and families will be encouraged to let the Housing Authority know of any problems that may lead to an eviction as soon as they occur. The FMHA will try to ascertain the cause of the difficulty between the owner and the family and, if appropriate, will counsel the family regarding its responsibilities under the lease. When an eviction is inevitable, the FMHA will issue the family a Certificate or Voucher (according to III. F. 2. of this plan) and will help the family find a new home in an attempt to prevent a court eviction. The family will be informed of the consequences of vacating the property owing the owner back rent or damage claims. (*See III C. 2 of this Plan.*)
5. Re-issuance of vouchers: If the HAP Contract is terminated and a family does not continue in the Section 8 Program the MHA shall:
  - a. Issue the voucher to the next eligible family on the waiting list;
  - b. Make known to current Voucher holders who have not located a suitable unit the availability of the vacated unit.

#### P. COMPLAINTS AND APPEALS

1. Every applicant will be notified of his or her right to appeal a finding of ineligibility in any FMHA program. Such notice shall include instructions as to the procedure for requesting an informal review, which shall be a written request for an informal review to be received at FMHA within ten days of the date of notification of ineligibility. Arrangements for hearing the appeal or complaint shall be made within ten days of receipt of the request, and the FMHA Director shall personally hear the complaint within ten days. One other FMHA employee should be present at the hearing. If the complaint is not satisfactorily resolved by the hearing before the Director, the Director shall inform the applicant of their right to present the complain to the Board of Commissioners and to HUD and shall assist the applicant in pursuing these rights if the applicant desires.
2. Participants may request an informal hearing for FMHA decisions relating to the following:
  - a. Calculation of the Total Tenant Payment or Tenant Rent.

- b. Denial or termination of assistance.
- c. Determination of bedroom size.

The informal hearing request must be made in writing to the FMHA within a ten-day time period after receiving written notification from the FMHA of action to be taken. The FMHA will schedule the hearing within 10 days of receipt of the written request.

Informal hearings will be conducted at the office of the FMHA. The Hearing Officer will be designated by the FMHA and will be someone other than the person who made or approved the decision and their subordinates. The Hearing Officer will issue a final decision within one week following the informal hearing with a copy of the decision being sent to the participant. The FMHA shall retain for three years a copy of the application, the notification letter, the applicant's response, if any, the record of any informal hearing, and a statement of final disposition.

Any complaint by families concerning compliance by the owner with Housing Quality Standards will be investigated and the results of the investigation will be made to the owner in writing. If the owner fails to take corrective action within the time prescribed in the notice, the FMHA may exercise any of its rights or remedies under the contract, including abatement of housing assistance payments. If the family wishes to be re-housed in another dwelling unit and the FMHA terminates the Housing Assistance Payments Contract, the FMHA shall issue to the family another Voucher. All complaints concerning compliance by the Owner shall be retained in the files for three years.

Current tenants who are deemed ineligible by reason of income shall be permitted to remain in the unit as an unassisted tenant. The termination of eligibility at such point shall not affect the family's other rights under its lease nor shall such termination preclude resumption of payments as a result of subsequent changes in income or rents or other relevant circumstances during the term of the Contract.

#### Q. MONITORING PROGRAM PERFORMANCE

As a monitoring tool, the FMHA will analyze its leasing program at monthly intervals by conducting the S-8 Supervisory five (5) percent quality control inspections and maintenance of these records, to determine whether its activities are proceeding in such a manner as to meet its goals as specified in its approved HUD leasing schedule.

1. A record of all unit bedroom sizes leased will be kept in such a way that FMHA will be able to determine what unit size in the Program needs special attention and effort to meet its program mix.
2. If, in any given quarter, determination is made that unit quota is not being met, than the next quarter the quota will be increased to compensate for the previous quarter.
3. The following data will be collected to determine the weakness of the program in meeting its leasing schedule: (If in any one of these areas a determination has been made, then these problems will be corrected to insure FMHA's meeting its leasing schedule.)
  - a. Lack of units in locality that meet the HQS;
  - b. Lack of owners' understanding of and cooperation with the program;
  - c. Inadequacy of the fair market rents and utility allowances;
  - d. Inappropriate scheduling of issuance of certificates in regard to available staff time.
4. Contingency plans would be:
  - a. Increase efforts to encourage owner participation in the program.

- b. Justify an increase in fair market rents.
- c. Review scheduling of issuance of Certificates and Vouchers.

NOTE: FEDERAL REGULATIONS CHANGE FREQUENTLY. ANY REGULATION CHANGE THAT AFFECTS THIS ADMINISTRATIVE PLAN WILL BECOME EFFECTIVE WITH THE DEADLINE ESTABLISHED BY HUD REGARDLESS OF WHAT IS CONTAINED WITHIN THIS PLAN.

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Executive Director

Adopted: August 4, 1992

Amended: October 19, 1993  
September 22, 1995  
June 23, 1997  
December 14, 1999  
July 25, 2003

#### ADMINISTRATIVE PLAN CHANGES

PAGE	CHANGE
Entire Plan	Elimination of Federal Preferences
Entire Plan	Separation of Individual Plans
	Family Self-Sufficiency Plan
	HOPE for Elderly Independence Plan
	Family Unification Plan

## **PART VIII: EMERGENCY HOUSING VOUCHERS (EHV)**

**[Notice PIH 2021-15 (HA)]**

### **15-VIII.A. OVERVIEW**

**[Notice PIH 2021-15 (HA)]**

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) (P.L. 117-2). These EHV's are to assist individuals and families who are experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

### **15-VIII.B. SERVICES TO BE PROVIDED TO ELIGIBLE EHV FAMILIES**

The FMHA and HMHA has entered into a Memorandum of Understanding (MOU) and partnership with the Ohio BoSCoC, and Fayette & Highland homeless assistance providers. All EHV's must be referred to the FMHA & HMHA through the Fayette and Highland homeless assistance providers to ensure compliance with HUD guidelines.

- The target populations are equally considered for available EHV assistance:
  - Bridging & Moving On Clients
  - An individual or family who lacks a fixed, regular, and adequate nighttime residence.
  - Literally Homeless
  - At Risk of Homelessness
  - Fayette and Highland partners will utilize the local Prioritization Work Group to identify eligible households for vouchers.
- Services to be provided to eligible EHV Households by the Homeless assistance providers:
  - Support households in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers.
  - Attend EHV participant briefings as needed.
  - Support Fayette & Highland partners in ensuring appointment notifications to referred households and will assist eligible households in getting to meetings with the housing authority.
  - Assess individuals and families who may require assistance on security deposits, utility hook-up fees, utility deposits, and other eligible service fees costs, and communicate that to Fayette & Highland Metropolitan at the completion of the EHV referral form.
  - Assess and refer individuals and families to benefits and supportive services, where applicable.

- The following agencies and projects are expected to be responsible for service provision, as noted above:
  - Fayette Community Action Commission
- Fayette & Highland Metropolitan will establish windows of time for EHV applicants to complete intake interviews for EHV.
- Provide housing search assistance for EHV referred households.
- Provide counseling on compliance with rental lease requirements.
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- Fayette & Highland Metropolitan will offer the following assistance, as eligible under the EHV Service Fees, to assist prospective EHV tenant households to assist prospective EHV tenant households to identify and move into a housing unit, as needed.
  - Security Deposit/Utility Deposit/Rental Application Fees
    - Application fees/non-refundable administrative or processing fees/refundable application deposit assistance.
    - Holding Fees
    - Security deposit assistance
    - Utility deposit assistance/utility arrears
  - Owner Related Uses
    - Owner recruitment and outreach
    - Owner incentive and or retention payments
  - Other eligible uses
    - Essential household items

### **15-VIII.C. ADMINISTRATIVE FEE AND FUNDING**

The following provides the details of our administrative fees and other eligible fees under this award:

- Preliminary Fee – Effective 6/1/21
  - \$400 x Unit Allocation Accepted
- Placement/Issuance Reporting Fee – After reporting received by HUD
  - \$500 for HAP Contracts in place by 11/1/21
  - \$250 for HAP Contracts in place by 1/1/22
  - \$100 for each voucher leased provided PHA reported the EHV issuance date in PICNG within the qualifying time period.
- On-going Administrative Fee – Effective 7/1/21
  - Admin Fee Rate X Unit Allocation Accepted.
- Service Fee – Effective 6/1/21
  - \$3,500 X Unit Allocation Accepted

## **15-VIII.D. PAYMENT STANDARD, UA, AND HAP CALCULATION**

The FMHA/HMHA will follow HUD-approved Payment Standards.

The utility allowances (UA) remain the same for FMHA/HMHA regular vouchers within the program and follow HUD guidelines.

The HAP for an assisted occupant with an EHV will be the HUD-standard calculation of 40% of the Adjusted Monthly Income of the family and follow HUD guidelines.

## **15-VIII.E. HOUSING QUALITY STANDARDS (HQS)**

Standard HQS requirements apply to EHV.

## **15-VIII.F. EHV DENIAL OF ASSISTANCE**

**Overview** -HUD waived 24 CFR 982.552 and 982.553 in part for the EHV applicants and established alternative requirement for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an EHV. Instead, the EHV alternative requirement listed in this section will apply to all EHV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2021-15 and in this chapter, however, apply only when screening the individual or family for eligibility for an EHV. When adding a family member after the family has been placed under a HAP contract with EHV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

**Mandatory Denials** - Under alternative requirements for the EHV program, mandatory denials for EHV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.
- The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited EHV grounds for denial of admission first.



**FMHA/HMHA Policy – FMHA/HMHA will deny admission to the program as outlined above.**

**Permissive Denial** - Notice PIH 2021-15 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to EHV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for EHV families.

- In compliance with PIH 2021-15, FMHA/HMHA **will not** deny an EHV applicant admission regardless of whether:
- Any member of the family has been evicted from federally assisted housing in the last five years;
- A PHA has ever terminated assistance under the program for any member of the family;
  - The family currently owes rent or other amounts to FMHA/HMHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act;
  - The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
  - The family breached an agreement with FMHA/HMHA to pay amounts owed to FMHA/HMHA, or amounts paid to an owner by a PHA or FMHA/HMHA;
  - The family would otherwise be prohibited admission under alcohol abuse standards established by FMHA/HMHA in accordance with 24 CFR 982.553(a)(3);
  - FMHA/HMHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity.

**15-VIII.G. CITIZENSHIP RULE** - HCV applicants must disclose and document and PHAs must verify the social security numbers (SSN) of each applicant... PHAs also must verify evidence of U.S. citizenship or eligible immigration status for noncitizens claiming eligibility for assistance... Documentation verifying U.S. citizenship may also be requested. Since eligibility for assistance is limited to U.S. citizens and noncitizens who have eligible immigration status, families in which not all members are U.S. citizens or have eligible immigration status are only eligible to receive pro-rated housing assistance based on the percentage of family members who qualify for assistance."

**FMHA/HMHA Waiver for Citizenship Rule:**

- HUD is consequently waiving the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program.
- PHAs may adopt policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within **180** days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation." from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.