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# JACKSONVILLE HOUSING AUTHORITY



# Administrative Plan

## Housing Assistance Division

REVISED October 1, 2010

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## **SECTION I – STATEMENT OF POLICIES AND OBJECTIVES**

### **A. Purpose of the Plan**

The purpose of the Administrative Plan is to establish policies for items that are not clearly defined under federal regulation for the Section 8 Existing Housing Assistance Payments Certificate, Housing Voucher Programs, Project Based Certificate, and Single Room Occupancy for the Homeless, Moderate Rehabilitation, and the Family Self Sufficiency Programs.

This Plan covers both admission and continued participation in these programs. Policies are the same for all programs, unless otherwise noted.

Changes to the Plan will be approved by the board of directors of the Jacksonville Housing Authority (JHA) and reviewed by the Department of Housing and Urban Development (HUD).

The JHA is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

The housing authority operates a Family Self Sufficiency (FSS) program and has a separate Action Plan that incorporates all aspects of this Administrative Plan. (Attachment A)

The housing authority operates a Section 8 Mobility Program that has been mandated by the Department of Justice. A separate Action Plan addresses the actions required by the housing authority and incorporates all aspects of this Administrative Plan.

The housing authority operates a Section 8 Homeownership program which is an addendum to this plan.

### **B. Objectives**

The program's objectives are to provide rental assistance to eligible low income families, provide safe, decent and sanitary housing to low income families; and to maintain and improve the housing stock in the Jacksonville Metropolitan Statistical Area as defined by federal HUD. The economic situation of low income families is improved when participating in the rental assistance programs. All families served by the programs will reside in housing units that meet both the Housing Quality Standards as defined by Federal Law and the Jacksonville's Housing Codes.

### **C. Outreach**

The Jacksonville Housing Authority (referred to in this document as "housing authority", "agency", "Housing Assistance Division" or "JHA") will make an affirmative effort to make the Section 8 program known to potential applicants, owners and selected individuals, as identified in this document.

JHA shall make known to the public through publication in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for extremely low income and low income families.

The housing authority will advertise the opening of the waiting list in the various newspapers and minority media as well as notify social service agencies of the opening and closing dates for

applications. Applications may be made available at social service centers located in areas that would make it easier for all potential applicants to apply.

The agency will market the programs to owners and property managers by attending real estate association meetings, by hosting property owner/manager workshops and by forming partnerships with real estate groups. The agency will also partner with groups who also network with property owners and managers to ensure that potential landlords are reasonably knowledgeable of the Section 8 programs.

The housing authority has pamphlets and handouts available to prospective families and owners/agents that explain the various Section 8 programs. The Housing Assistance Division (HAD) allows local owners/agents to list available units for the benefit of participating families and the general public. The housing authority staff conducts speeches and presentations to local groups to explain the programs offered by the agency.

The JHA shall identify the census tracts which are low minority and low poverty, utilizing the most current U.S. Census Bureau reports. Owners in those areas shall be contacted and presentations shall be conducted regarding the Section 8 program to encourage participation outside areas of poverty and minority concentration.

### **Single Room Occupancy Program (SRO)**

Special Procedures for the Moderate Rehabilitation Single Room Occupancy Program for Homeless Individuals

#### **Tenant Outreach**

The owner must identify the procedures that he or she intends to use to reach homeless individuals of all races, colors, religion, sex, age, national origin and those with mental, developmental or physical disabilities who may qualify for admission to the program.

#### **Temporary Relocation and Displacement**

During the rehab process, if applicable, the owner must secure adequately sized decent, safe, and sanitary housing for families being displaced during the entire period of temporary displacement. The JHA will ensure the owner's compliance with the requirements of the SRO program with regard to temporary relocations and permanent displacements and will monitor compliance with these requirements.

#### **Monitoring Supportive Services**

The provider is required to specify and describe in their proposals, the supportive services they will provide to homeless clients. The provider's performance in this area will be monitored by the JHA as part of its on-going review and supervision.

#### **Shelter Plus Care**

Shall be managed by the JHA, with a maximum of twenty two (22) units. Rental assistance shall be matched with supportive services from a third party. The participation in this program is limited to the chronically homeless with chronic mental illness. These applicants/participants will not be included in the waiting list.

## **Shelter Plus Care Denial or Termination of Assistance**

All participants under the Shelter Plus Care program shall have access to the Hearing procedures as outlined:

The housing authority may deny or terminate assistance for the following reasons:

- Families who have committed program abuse or fraud in any federal housing assistance program (this assumes that program abuse or fraud is substantiated and that a Repayment Agreement was not entered into)
- Families who are in default of an executed Repayment Agreement; these families may be allowed to remain in the program until a recertification, but would not be allowed to move until a debt is paid current.
- Families whose Total Tenant Payment is sufficient to pay the full gross rent and 180 days have elapsed since the last HAP payment
- Families whose members do not provide their social security information or any other documentation required, within the time required by the housing authority
- If a family breaches a repayment agreement to repay funds to the agency
- When a preponderance of evidence indicates criminal or drug related activity by any family member or guest
- If a family member is convicted of manufacturing or producing methamphetamine (speed) on the premises of the assisted unit in violation of federal or state law. This would be grounds for permanent denial of further assistance
- A registered sex offender is permanently barred from participation in the assistance programs.
- Families who violate the family obligations

If the housing authority refuses the resident continued assistance, the resident must be notified in writing and offered an opportunity for an informal hearing. The hearing would take place prior to the termination of assistance.

Whenever the housing authority terminates assistance to the family, the housing authority must give both the family and owner a full thirty (30) day written notice, which states:

- The reasons for the termination
- The effective date of the termination
- The family's right to request an informal hearing
- The household's responsibility to pay rent to the owner if it remains in occupancy.

## **Shelter Plus Care -Termination for Drug Related or Criminal Activity**

If it has been determined that drug related or criminal activity is cause for termination of assistance, and the family has requested a hearing, the Hearing Officer may consider the following to determine whether or not to reinstate the assistance:

The family member who is responsible for the drug related or criminal offense can be removed from the household with assurances to the agency they will not be allowed to

return. The remaining household members may continue to receive assistance. The agency may require documentation that the removed member is housed elsewhere (copy of lease, change of address notification, rehab residency, jail, etc.)

If it is the head of household to be removed to allow continued assistance, the head may elect to give up rights to the assistance to leave it with the household as long as there is another adult family member in the household who was on the lease at the time of termination.

If a guest or visitor to the household or premises is the offender, and the Hearing Officer determines the participant innocent of responsibility, notification will be made to the owner/manager and the participant file

If a family member is removed from the household and that causes a bedroom size reduction, the family will be required to move to a unit of the proper bedroom size within the applicable program they are under, giving proper notice to the owner. (During the initial term of the lease, the bedroom size reduction shall be made on the anniversary date of the lease.)

#### **D. Reasonable Accommodation**

The Jacksonville Housing Authority will seek to identify and eliminate situations or procedures, which create a barrier to equal housing opportunity for all. In accordance with Section 504, the Fair Housing Act and the Americans with Disabilities Act, the housing authority will make such physical or procedural changes as will reasonably accommodate people with disabilities. There is a separate section of this Plan relating to specific policies for compliance.

The housing authority certifies that it will comply with equal opportunity regulations and requirements as required by Federal Law.

#### **E. Limited English Proficiency (LEP)**

The purpose of the Limited English Proficiency (LEP) Plan is to ensure meaningful and reasonable access to JHA's program information to benefit from housing services and activities with hearing impairment and limited English proficiency.

A client has Limited English Proficiency (LEP) when he/she is unable to speak, read, write and understand the English language at a level that allows him/her to effectively communicate with the Jacksonville Housing Authority staff. It is not always easy to identify a person with LEP. Some clients may know enough English to manage basic life skills, but may not speak, read or understand English well enough to understand some of the complex issues they may encounter.

##### **Policy:**

No person will be denied access to JHA's program information to benefit from housing services and activities because he/she does not speak English or speaks limited English. The Jacksonville Housing Authority (JHA) will provide language assistance services as needed to clients with Limited English Proficiency (LEP) to provide meaningful and reasonable access to programs and services and ensure effective communication between the JHA staff and the client. LEP clients will be provided with language assistance services at no cost to them in a reasonable and timely manner during normal business hours

Specific language needs or preferences will be assessed for all persons making such requests for services to JHA staff. Staff in turn must inform all clients of their right to interpreter services at no

cost to them and offer interpretation and or translation services in a language they understand and in a manner that preserves confidentiality.

The JHA staff will use "Language Identification" cards (Attachment A) to help clients with LEP to identify their language needs, "Language Identification" posters will also be displayed in conspicuous locations throughout reception areas and all other locations and buildings. "Language Identification" cards are made available in approximately twenty four (24) principal languages. (See Attachment A) Copies of "Language Identification" cards can be downloaded from the Federal U.S. Department of Housing and Urban Development ([www.HUD.gov](http://www.HUD.gov)).

The JHA will ensure that interpreters are competent to provide interpreter services. The interpreter will be proficient in both English and the requested language and be able to accurately convey information in both languages. Assurance of all interpreters competency will be provided by the contract vendor.

JHA staff is prohibited from requiring or asking LEP persons to bring their own translator unless specifically requested by that person. An LEP person can request that an adult family member or friend provide interpretation services. This practice should be allowed by the requestor's choice. There are some situations where family members or friends may be inappropriate (domestic abuse or sexual assault). Therefore JHA staff will arrange for the appropriate language assistance.

Please Note: For sign language interpreters, all clients will be required to complete a *Request for Reasonable Accommodation form*. For further information related to JHA's Reasonable Accommodation and Equal Housing Opportunity Policy, please contact the Senior Director of Section 8 (LAC).

## **SECTION II – ELIGIBILITY FOR ADMISSION**

To be eligible for admission, an applicant must meet HUD’s criteria for eligibility determination, as well as any additional criteria established by the housing authority.

### **A. Family Composition**

#### **1. Definition of Family**

A family is defined as a single person or two (2) or more persons related by blood (including father of child(ren) in the household) or marriage or who have demonstrated a stable relationship and who live regularly together in the same dwelling unit. “Family” can also be defined as a person who is elderly, disabled, displaced, the remaining member of an assisted family, or as a homeless individual.

Further, a family can be two (2) or more persons not related who are elderly or have a disability.

- a. A stable relationship is defined as persons who have lived together as a family for at least two (2) consecutive years immediately preceding the application for housing.

Documentation of a stable relationship will include, but is not limited to:

- A rental lease in both names at the same address
- Joint credit or banking accounts in place for two years
- Driver’s licenses of at least two years issuance showing the same address
- Two year’s W-2 forms or tax returns with the same address.

One source of proof will be required. Notarized affidavits are not acceptable documentation for a stable relationship.

Active participants may not house any person who is not on the lease. Only persons related by blood, marriage or operation of law may be added to the lease (with special provisions for foster children covered in the Administrative Plan section on subsidy standards.) The Head of Household must be at least eighteen (18) years of age to qualify; however, the housing authority may waive the age requirement for minors with hardship problems if the minor has been emancipated by the court or marriage. A pregnant, single household member is considered a family. A doctor’s statement confirming pregnancy is required to determine bedroom size eligibility. This family will be considered eligible for a one bedroom unit. If this pregnancy terminates before a certificate/voucher is issued, the applicant will be considered a single person and subject to the elderly/disabled review for selection. If the pregnancy is lost after certificate or voucher issuance, the person is considered remaining household member. The family is eligible for a zero (0) certificate or voucher.

- b. If the father of a child(ren) of the household is not married to the mother and not named on the birth certificate, it may be documented as follows:
- A court order of child support
  - A signed acknowledgement of paternity by the father
  - Court papers showing a finding of paternity

#### **2. “Homeless Person”**

For the purpose of the Single Room Occupancy (SRO) Moderate Rehabilitation Program only, the definition of “homeless person” is one who:

- Is an eligible individual
- Lacks a fixed, regular, and adequate nighttime residence and has a primary nighttime residence that is:
  - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing)
  - An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

### 3. “Chronically Homeless”

The definition of a “Chronically Homeless” Person is an unaccompanied homeless individual with a “disabling condition” who has either been continuously homeless for a year or more or has had at least four (4) episodes of homelessness in the past three (3) years. To be considered chronically homeless a person must have been on the streets or in an emergency shelter (not in transitional housing) during these stays.

A “disabling condition” is a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two (2) or more of these conditions.

The term “homeless individual “or” chronically homeless” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

### 4. Elderly Household

An elderly household is one whose head or spouse meets the following definitions (unless otherwise approved by HUD). The head, spouse or sole member must be:

- 62 years of age or older or
- Disabled with a physical impairment, which is expected to be of long continued and indefinite duration, which substantially impedes but does not prohibit his/her ability to live independently, and is of such nature that such ability could be improved by more suitable housing conditions or
- Disabled within the meaning of Section 223 of the Social Security Act or Section 102(b)(7) or 6001(7) of the Developmentally Disabled Act

### 5. “Continuously Assisted Family”

“Continuously Assisted Family” under the 1937 Housing Act: The low income limit is set at 80% percent of the area median income. It is used for families whose incomes fall above the very low-income limits, who would otherwise be ineligible for assistance, but who are considered to be eligible for assistance because they are: “Continuously Assisted” in a low income federally subsidized program.

The JHA shall define a “Continuously Assisted Family” as follows:

- a. A public housing resident who was to be relocated using the voucher, but because of an abuse situation, temporarily moves into a shelter. Once the family is ready to be issued the voucher, the family could be deemed over income. However, a “Continuously Assisted Family” may be assisted, even though it exceeds the very low income limits, but does not exceed the low income limits.
- b. A Hope VI relocation from Public Housing to Section 8 may be “Continuously Assisted Family”.

## **B. Income Limits**

There are two (2) income limits used to determine eligibility in the housing choice voucher program and a third to ensure that the JHA has met its target for assisting the neediest families in the community:

1. Very Low Income limit is set at fifty percent (50%) of the area median income, and is the income limit generally used to determine initial program eligibility;
2. Low Income Limit is set at eighty percent (80%) of the area median income, and is utilized for families whose incomes fall above the very low income limits but who are considered eligible for assistance because they are:
  - a. Continuously Assisted under the Public Housing program,
  - b. Displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract,
  - c. as determined by HUD
3. Extremely Low Income Limit is set at thirty percent (30%) of the area median income. The JHA must house at least seventy five percent (75%) of its new admissions with incomes at or below thirty percent (30%) of the area median income. Should the JHA reach the seventy five percent (75%) admission rate, then it shall house the very low and the low income individuals who shall remain on the current waiting list.

Annual income shall not exceed the Very Low Income Limits as established by HUD and published in the Federal Register. An exception may be made for a “Continuously Assisted Family”.

## **C. Mandatory Social Security Numbers**

Families are required to provide Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration.

All members of the family defined above must either:

- Submit Social Security Number documentation; or
- Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed within 90 days

- Some household members are exempt from the SSN disclosure requirement. These include:
  - CFR 5.21(a)
    - Individuals who do not contend eligible immigration status (“noncontending” family members in a mixed family paying prorated rent).
  - CFR 5.21(e)
    - Current residents who had not previously disclosed a SSN, and who were at least 62 years old on January 31, 2010. The exemption applies at all future reexaminations, and continues if the individual transfers to a new unit or receives another form of housing assistance.
    - Household members who have already provided a valid SSN prior to January 31, 2010. The new regulation does not require the PHA to re-verify the SSNs of current residents whose SSN have been validated through HUD’s automated system.

Verification will be done through the provision of a valid original Social Security card issued by the Social Security Administration, or other official documentation as identified in the pre-application process.

Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list during this period.

**D. Other Criteria**

The housing authority will deny assistance to past participants in the Housing Voucher, Moderate Rehabilitation, Project Based Certificate Programs, or Public Housing residents of this authority or any other housing authority who failed to satisfy liability for unpaid rent, resident damages or other amounts assessed. The applicant must repay the amount owed in full (or to date if a repayment agreement is in effect) in order to be eligible for assistance.

The housing authority will deny an applicant admission to participate in its programs if the applicant has violated any family obligation under the programs, committed any fraud in connection with any federal housing program and has not reimbursed the housing authority or another housing authority for any amounts paid to an owner under a housing assistance payments contract, or other amounts owed by the family under its lease or for a vacated unit. The applicant will be notified of such a denial and will be reminded they have a right to an informal review.

The housing authority will deny an applicant admission to participate in its programs if any member of the family has been evicted from any federally assisted housing in the last five (5) years.

### **SECTION III – PRE-APPLICATION AND ADMISSION PROCESS**

#### **A. Pre-Application**

The Housing Assistance Division will open the waiting list, when at such time; there is not a large enough pool of qualified applicants to fulfill our Annual Contribution Contracts. HAD will close the waiting list at such time when there is a pool of qualified applicants large enough that in all likelihood, additional applicants would not be able to receive a subsidy for family participation within the next year.

In order to meet/maintain the requirements for income targeting, the agency may advertise for applicants whose income is thirty percent (30%) of the area median income limit.

Applications will be processed by the date and time received, and any applicable preferences.

HAD will ask the applicant to fill out a pre-application form. This form requires that the family list all income, assets, family composition, etc, necessary to determine eligibility, as well as additional information such as phone numbers where the family can be reached, anticipated changes in income, assets, or family composition and past participation under the programs. The pre-application is signed and dated by the family.

The family will determine which family member will be listed as Head of Household. Once the Head of Household is determined, changes will not be made for the sole purpose of gaining additional program benefits.

The applicant is required to submit information provided by the Jacksonville Sheriff's Office relating to any criminal history.

All family members fourteen (14) years or older are required to submit information provided by the Jacksonville Sheriff's Office relating to any criminal history.

JHA will conduct local and/or national police checks on household members to the extent allowed by Florida State law.

HAD will review the family's application for completeness, check for discrepancies or inconsistencies, and be certain all family income and asset information is correct. The housing authority will determine whether the family is entitled to any elderly, dependent or disability deductions or considerations.

Each applicant will be evaluated to assess the conduct of the applicant or other family members listed on the application, in present or previous housing. JHA will conduct local and/or national police checks on household members to the extent allow by Florida Law. Additional screening may be conducted on credit, evictions and checks of previous debt to JHA or other PHAs. An NCIC check will be conducted on any applicant that has resided outside Duval County in the last five (5) years, prior to application.

Applications will be accepted with a federal or state issued, non-expired picture identification card and a social security card. In lieu of the social security card, other official documentation of the social security number will be accepted. This includes, but is not limited to: DD214, W-2 form, tax statements, payroll stubs (not hand-written), Medicaid card, and other insurance documents.

The housing authority will do a quick assessment of an applicant's potential eligibility based on the information on the application.

If the family is obviously ineligible at the pre-application stage (prior to the formal verification process), the family will be informed and the reasons explained. Obvious reasons for ineligibility may be income that exceeds the applicable income limits, etc. The housing authority will notify the family in writing with a statement indicating the reasons and give them an opportunity to request an informal review.

An informal review may be requested for the following decisions denying:

- Acceptance of application for waiting list
- Issuance of certificate or voucher
- Participation in any program
- A review must be completed within 30 to 45 days from the date of the request.

Families must submit their request for an informal review in writing to the housing authority within ten (10) business days from the date of notification of the determination. If the informal review results in overturning the denial of assistance, the applicant's name will be placed on the waiting list at the initial time of application before the denial.

The appeals for denial of assistance (informal review) shall be conducted by the Vice President or her designee.

Families are responsible for informing the housing authority of changes in family circumstances (including income) and are responsible for responding to requests from the housing authority to update the application. Failure or refusal to provide information may result in the applicant's name being removed from the waiting list. All changes in family circumstances will be in written form.

Once determined eligible, applicants' names are placed on the housing authority's waiting list for vouchers according to date and time of application and local preference.

Applications for project based programs will be broken down by bedroom size.

If a debt is owed to the agency, the application will be accepted but immediately designated 'withdrawn'. The applicant will be given thirty (30) days from date of notification of ineligibility because of debt to pay the debt in full (or to make it current if a repayment agreement is in effect). When the debt is paid, the application may be activated. The application date will be the last day that the waiting list was open. Families who have no debt will be housed before families that had debts. Applicants determined to be ineligible are notified in writing within ten (10) business days from the date of application review and may appeal this decision by requesting an informal review from the housing applications section. This request must be in writing and received by the applications office within ten (10) business days from the date of the ineligible letter.

If an applicant/participant is accepted and it is then discovered that there is an outstanding debt to the agency, the applicant/participant will be required to enter into a repayment agreement. If the applicant/participant does not repay the full amount within a twelve (12) month period, their assistance will be terminated at their annual recertification.

SRO individuals will be considered for eligibility determination immediately by the housing authority upon their arrival at 1300 Broad Street, Jacksonville, Florida or when referred to that address by

Jacksonville's major service providers for the homeless (e.g. New Life Inn, Salvation Army, Trinity Mission) or other city or state agencies dealing with the homeless until the SRO projects are leased to 100%. The SRO applicants will be placed on the appropriate waiting list and will be special-selected at time of enrollment. No SRO application will be on file for more than one (1) year. Because of the homeless status, the JHA will accept alternative picture identification, and social security card, but in all cases a social security number must be provided. The SRO applicant may make application without meeting these two requirements; however, they will not be housed without the required documents.

The applicant will be asked to provide the name of next of kin who will not reside in the assisted unit, the name and address of a reference who will not reside in the assisted unit, or the name and address of a reference who has known him/her for at least three (3) years.

**B. Statement of Intake for Persons with Disabilities**

See section in this Plan on reasonable accommodations.

**C. Initial Determination of Family Eligibility**

The following criteria determine program eligibility:

A family is eligible when classified as a "Very Low-Income Family" or "Extremely Low Income Family" as determined by income limits established by U.S. HUD for the Jacksonville Metropolitan Statistical Area, using thirty percent (30%) of median income for Extremely Low and fifty percent (50%) of the area median income for Very Low Income.

1. Applicants who fall into one of the following categories relating to criminal activity will be declared ineligible if:
  - a. Any one (1) or more felony conviction(s) during a five (5) year period prior to the date of application.
  - b. Two (2) or more misdemeanor convictions(s), where the convictions were first or second degree misdemeanors, which involved crimes of physical violence to persons or property, or criminal acts which adversely affected the health, safety or welfare of other persons, during a five (5) year period prior to date of application.
  - c. A family member who has been convicted of manufacturing or producing methamphetamine on the premises of an assisted unit or who is a registered sex offender shall be barred permanently from receiving Section 8 assistance.
  - d. Applicants who have been evicted from Public Housing or other assisted housing within five (5) years of the date of eviction.
  - e. Any member of the household has engaged in illegal drug use or trafficking within the last year. A conviction is not required. This may be shown by arrest(s) for drug use or trafficking.
  - f. Any member of the household is an alcohol abuser, whom the JHA has reasonable cause to believe that they may threaten the health, safety, or right of peaceful enjoyment by other residents.

- g. If incarcerated during a portion of the five (5) year period prior to the application date, the applicant or other family member must be released two (2) years prior to application.
- h. Any applicant who has been incarcerated after being convicted for first or second degree murder must wait seven (7) years after release to place an application, and furthermore, must not have any additional arrests for criminal offense of any nature after being released from such incarceration.

If applicants have been deemed ineligible due to criminal activity, it is assumed that admitting them would adversely affect the health and safety of other residents. The burden of overcoming this decision shall be upon the applicant. Consideration will be given to: (a) favorable changes in the behavior pattern of the applicant, which shall include the work history, stability of their living conditions, completion or involvement in certified education or rehabilitation programs and (b) extenuating circumstances that indicate the applicant could be a responsible resident.

Appeals for denial of assistance shall be reviewed by the Hearing Officer.

- 1. Full-time employees of the Housing Assistance Division in a clerical or similar position (as defined by JHA human resources office) will be eligible to receive assistance through the Section 8 Certificate, Voucher, and Moderate Rehabilitation or Project Based Certificate programs.

Part-time and hourly employees of the Division will be reviewed on a case by case basis.

- 2. The applicant waiting list is maintained by computer and data entry by the housing authority with applicants selected for program enrollment and certification on an as-needed basis for lease-up.

#### **D. Verification of Application Information**

These verification procedures apply to all programs in Section 8.

The JHA shall utilize the following verification procedures:

##### **1. Third Party Verification**

All income used to calculate eligibility and tenant portion of payment is verified. Unusual expenses, childcare, preference status, full-time student status, assets and medical expenses are also verified.

Third party verifications in writing (sent by mail or fax) directly to the source are required. Oral third party verifications are acceptable by the JHA initiating the contact and if they are properly documented.

The JHA shall not permit the applicant/Client to hand carry any third party verification form from, or, to a source.

##### **2. Enterprise Income Verification**

Up front verification methods shall be used, to include, but not limited to: This system of records allows housing authorities to reduce subsidy payment errors as result of participant under reporting of income to ensure that limited federal resources serve as many eligible families as possible.

Tenant Assessment Sub-System (TASS);  
State Wage Information Collection Agencies (SWICA);  
The Work Number; and  
Internal Revenue Service (IRS) Letter 1722.

Security Measures: The integrity and availability of the information is extremely important to protect funding and the privacy of the participants. The information is protected from unauthorized use and disclosure.

### **3. Review of Documents**

If third party verification is impossible, the housing authority will use original documents provided by the applicants. If it applies to employment, original pay stubs showing the name of the employer, gross pay, hourly rate, time covered, name of the individual, and the social security number of the individual. Original W-2 forms may be acceptable. The JHA shall permit the use of original computer generated printouts from the Court Registry regarding Child support. Original computer generated printouts from TANF and other State agencies shall be permitted.

Any other original documents which shall be required to assist in the determination of eligibility.

### **4. Certification or Self Declaration**

If neither third party, computer matching, nor original documents are available as verification. The housing authority will accept a notarized applicant certification with the information needed.

All adult members of the household and full-time students (18 and older) must sign a general authorization form.

If during the verification process, the housing authority determines that a family is ineligible, the housing authority will notify the family in writing as required by Federal Law.

## **E. Verification of Family Composition**

Any of the following types of original documents will be acceptable in verifying family composition:

- Birth certificate—required for all household members to determine age and blood relationship (does not include live-in aide)
- Marriage license
- If pregnant, a signed, dated, confirmation letter on medical health provider letterhead
- Divorce decree
- Official court documents
- Documents listed in A1 (a) & (b) of section II

## **F. Grounds for Denial of Admission**

In accordance with regulations, the housing authority is not required to assist families who:

1. Currently owe rent or other amounts to the housing authority or any other housing authority;
2. Were previous participants in the housing authority's Section 8 Existing, or Housing Voucher Programs and left the program owing the housing authority money for claims paid for unpaid rent, damages or vacancy loss and have a current outstanding debt;
3. Breached an agreement to repay monies owed the housing authority and still owe money;
4. Previously violated the family's obligations listed in the regulations, briefing packet or other acknowledgements of responsibility during the two (2) years prior to the application;
5. Committed fraud in connection with any federal housing assistance program during the five (5) years prior to the application;
6. Have engaged in drug-related criminal activity or violent criminal activity as defined in regulations or this Administrative Plan. A person does not have to have been arrested or convicted in order to terminate assistance for this reason. Examples of credible evidence include evidence provided by the police and court systems, such as drug raids, drugs found in the dwelling unit, evidence which is tied to the activity, arrest warrant issued, testimony from neighbors, etc. The housing authority will also use preponderance of evidence. Preponderance of evidence is defined as evidence which is of a greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which, as a whole, shows that the fact sought to be proved is more probable than not.
7. Have been convicted of manufacturing or producing Methamphetamine (commonly known as 'speed'). This is grounds for permanent denial of assistance.
8. House a registered sex offender. This is grounds for permanent denial of assistance.
9. Have been evicted from any Federally assisted housing in the last five years from the date of eviction,
10. Have threatened or used abusive language towards housing authority personnel,
11. Fail to disclose additional information that affects their eligibility, or increases subsidy,
12. Fail to respond or complete requested forms within time given,

## **SECTION IV – ESTABLISHING AND MAINTAINING THE WAITING LIST**

### **A. Waiting List**

#### **How Applicants are Selected**

The JHA may only admit an applicant for participation as a “Special Admission” or a “Waiting list Admission.”

#### 1. “Waiting List Admission”

- Except for special admissions participants must be selected as a waiting list admission
- Applicants are selected by date and time of application.
- Local Preferences selections shall be made by date and time of application of families on the list with the same preference status.

#### 2. “Special Admission”

The following families shall not be considered a part of the waiting list:

- If HUD awards the JHA program funding that is targeted for families living in specific units.
- The JHA shall record these in the S8S section of the waiting list, to accurately reflect that the family was admitted with HUD targeted assistance.

Any vouchers which are not utilized for the targeted families, to the extent permitted by HUD, shall be available to the families selected as a “waiting list admission.”

### **B. Local Preferences (All Preferences are weighed equally)**

#### Current Local Preferences

1. Preference for single persons who are 62 years old or older, or disabled, over other single persons
2. Families with disabilities
3. Families specifically displaced because of Jacksonville Housing Authority action
4. Veterans. If the veteran dies before being admitted to the program, then the spouse of the veteran shall maintain their place and preference on the waiting list.
5. A person who is displaced is one whose dwelling is condemned by governmental action (federal, state or local); or a person whose dwelling has been extensively damaged or destroyed as a result of a declared disaster or otherwise formally recognized under federal disaster relief laws.
6. Preferences for victims of Domestic Violence: Applicants who are victims of domestic violence will receive a preference. In order to qualify for a preference on the waitlist for Domestic Violence, applicants should provide documentation that incidents of domestic

violence have occurred within the past year. Example of required documentation should be in the form of police report, incident report, restraining order, referral from domestic violence shelter, etc. Status is to be verified by:

- a. Police report
- b. Restraining order
- c. Referral from domestic violence shelter (example, Hubbard House)

Confidentiality of applicant status shall be maintained by the Agency in accordance with the provisions of the Violence against women Act of 1994.

At the discretion of the Housing Authority, the housing authority may issue preferences for the following:

Homeless families who have completed the required self sufficiency classes at a homeless shelter.

All applicable preferences shall be made part of the public notice, and/or notices sent to applicants.

**C. Maintaining the Waiting List**

After the preliminary eligibility determination has been made, applicants are placed on the waiting list in order of date and time of application and local preference. The housing authority will maintain an accurate waiting list, which conforms to HUD requirements.

**D. Updating the Waiting List**

The housing authority may at least once a year update the waiting list to ensure that it is current and accurate.

The housing authority will mail a letter to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list.

If the applicant does not notify the housing authority of a move as required, the housing authority will not be responsible for the applicant's failure to receive the updated request. A copy of the request in the file will indicate a reasonable assumption the letter was mailed.

The request letter will include a deadline date by which applicants must contact the housing authority of their continued interest, by mail or in person. If the housing authority fails to receive the applicant notice by the deadline date; the applicant's name will be removed from the waiting list.

Applicants will be given twenty (20) days to respond to the request letter. The housing authority does not accept responsibility for mail delays.

The housing authority will attempt to locate families who indicated a disability on their application, by utilizing the returned forwarding address provided by the post office, if any, before removing the family from the waiting list.

If an applicant with a disability has failed to respond to a selection letter for reasons relating to their disability, they may be reinstated and returned to the waiting list with their original date and time of application. This contact and request must be made within sixty (60) days of the selection.

**E. Removal of Names from Waiting List**

The following reasons are cause for the family name to be removed from the waiting list:

- No response to purge letter
- Family is housed after selection
- No-show for eligibility or briefing appointments (two opportunities are given)
- No-show for SRO appointment without rescheduling
- Missed deadline for returning eligibility documentation
- Under age eighteen (18), not emancipated
- Preponderance of evidence indicates drug or criminal activity in household
- Voucher expired
- Certification for PBC, Mod Rehab or SRO expired
- Failure to move into unit after inspection
- Voluntary withdrawal from program(s)
- Registered sex offender
- Fraud
- Violation of Family Obligations
- Over Income limits

All applicants removed from the waiting list shall be issued a letter indicating the reason for their removal and given the opportunity to request an informal review.

#### **F. Selection from Waiting List**

In order to accommodate the need for eligible families to maintain lease-up, selections are made by taking names from the list and handling by groups. Therefore, someone who applied after another person, but who quickly returns all necessary paperwork to determine eligibility, may be briefed and issued a voucher before someone else in that selections block whose application date is earlier.

Selections for tenant based programs will be based on date and time of completed applications and local preference. The housing authority will maintain a quarterly report to determine that at least seventy-five percent (75%) of new admissions to tenant based programs will have incomes at or below thirty percent (30%) of the area median income.

If it appears that the percentage will fall below seventy-five percent (75%), families whose incomes are below thirty percent (30%) of the area median income will be given a preference for the selections necessary to reach this requirement.

Selections for project based programs will be based on bedroom size and date and time of completed application.

## SECTION V – SUBSIDY STANDARDS

### A. **Bedroom Size Determination**

HUD guidelines require that the housing authority establish standards for the determination of bedroom size, and that such standards provide a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards.

The unit size assigned to a participant in the Certificate Program served as the basis for determining maximum rent that could be paid to an owner for the unit selected by the family.

The unit size on the Housing Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

The subsidy standard will determine the bedroom size for placement on the waiting list for Project Based Certificates.

**Single parent military members are required to provide a family plan that designates who will** have temporary custody of their children in the event that they are deployed. For the purposes of household composition and bedroom size determination, JHA will require all of the following documentation to allow children in these circumstances to be added to the assisted household for the duration of the parent’s deployment.

- Military deployment orders with an effective date
- A Power of Attorney granting custody and responsibility listing the children
- A Certificate of Acceptance as Guardian (DA Form 5840) or equivalent form
- Military dependant identification cards for each child.

Voucher Size	Number of Person in Household	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	4	6
4	6	8
5	8	10
6	10	12

The housing authority may grant exceptions from the standards if the housing authority has sufficient funding and determines the exceptions are justified by the relationship, age, sex, health or disability of members in the household, or other individual circumstances.

Persons who are single, elderly or have a disability will be issued a zero bedroom or efficiency voucher. If a single person requests a one bedroom unit or the housing authority determines that there are not adequate efficiency units available for rent, the single person can be issued a one bedroom unit. Couples who are elderly or have a disability and pregnant females will be issued a one bedroom voucher.

1. The above standards are to be maintained insofar as possible. However, the following relaxation from such standards may be permitted as follows:
2. Housing Vouchers shall be issued so as not to require the use of the living room for sleeping purposes.
3. Each family member, regardless of age (includes a pregnancy), is to be counted as a person.
4. Children of opposite sex shall be assigned separate bedroom when one (1) reaches the age of two (2). Children of opposite sex, both under the age of two (2), may be housed together.
5. Unrelated adults living together as a couple are assigned one bedroom.
6. The housing authority may assign a larger unit than required by subsidy standards if the family provides documentation that for health reasons, as determined by a medical service provider. The medical service provider can be a physician, nurse, physical therapist or any other medical professional who can certify for the resident's medical need.
7. Spouses who, because of verified medical reason, cannot share a bedroom.
8. An elderly or disabled person who requires a live-in attendant
9. Different generations may dictate a larger size unit; however, the age of a grandparent should be considered, not just the generational difference.
10. No more than two (2) persons should share a bedroom.
11. A child under the age of two (2) should be housed with a single parent. If a child will be turning two (2) within sixty (60) days of an annual recertification, a voucher for the next larger bedroom size may be issued.

For bedroom size determination, a court order will determine whether an applicant will have residential custody of a child(ren). Residential custody or equal joint custody will allow the child(ren) to be included in bedroom size determination. Proven deviation from the court order may change the inclusion. If custody is not yet determined, certification will not be issued but can be held for up to sixty (60) days. After that time, the applicant's name is returned to the waiting list.

A family may choose to include or exclude a full time student living away from the household in their household composition except in the case of the family head, spouse, or foster children. If they include the student, it will affect the bedroom size eligibility.

#### Absence of Children

The "temporary" absence of children from the home due to placement in foster care shall not be considered in determining family composition and family size. The meaning of "temporary" shall be determined on a case by case basis, utilizing court documents.

Documentation of full time student status, from the Office of the Registrar, along with fees paid, and schedule of classes is required.

If the family elects to exclude the student, he/she will not be included in family composition or income calculations.

Any family requesting variations in the subsidy standards must put the request in writing to the housing authority. The Section 8 Operations Manager will review the request and notify the family in writing of the decision.

In the Moderate Rehabilitation program, single persons may be issued zero (0) or one (1) bedroom certification so as to assist the highest number of applicants. Due to the number of one (1) bedroom units under the Moderate Rehabilitation program that do not house families with children,

a single parent with one child of any age, or pregnant female, may choose to be placed in a two (2) bedroom Moderate Rehabilitation unit. When foster care of a child is properly documented, the child(ren) will be included in bedroom size determination.

Exceptions shall be made as needed, in the Project Based Assistance Program, so as to increase occupancy rates. A single parent with one (1) child of any age, or pregnant female, may choose to be placed in a two (2) bedroom. Utility allowances shall be the amounts for a two (2) bedroom. Families eligible for a two (2) bedroom shall be permitted to lease a three (3) bedroom unit. Utility allowances shall be the amounts for the three (3) bedrooms.

A family may include a live-in aide who:

- Must not be in violation of any Section 8 program obligations
- Not currently living with the Applicant, will be reviewed on a case by case basis
- The need for the live in Aide will be reviewed annually at re-certification
- Must have the approval of the Landlord
- Must be named in the lease
- Is not currently living in the assisted unit, will be reviewed on a case by case basis
- Has been determined by the housing authority to be essential to the care and well being of the elderly or disabled family member; and
- Is not obligated for the support of the elderly or disabled member
- Would not be living in the unit except to provide care of the elderly or disabled family member, and
- Whose income will not be counted for purposes of determining eligibility or rent and
- Will not be considered the remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but must meet the definition described above.

A live-in aide may have a family member who resides in the unit as long as the addition of that family member does not increase the bedroom size requirement.

A live-in aide must provide a criminal background check, as required of all applicants/participants.

The housing authority may disapprove a particular person as a live-in aide, or withdraw an approval, if the person requesting to be the live-in aide:

- Is in violation of any Section 8 program requirements
- Commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

## **B. Unit Size Selected**

The family may not select a different size dwelling other than that listed on the voucher, unless it has been approved by the housing authority. The Family cannot, pay more than forty percent (40%) of their adjusted income for rent during the initial term of their lease and any subsequent moves will need to consider this when leasing housing larger than their assigned bedroom size.

Criteria to consider in the voucher program:

- *Payment Standard*: Must be the lower of the payment standard for the unit selected or the unit size stated on the voucher.
- *Utility Allowance* : The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.

## **SECTION VI – INCOME CONSIDERATIONS AND DETERMINATION OF TOTAL TENANT PAYMENT**

### **This section applies to all programs.**

#### **A. Income**

The total tenant payment is calculated in accordance with Federal Law.

The housing authority defines income, assets and allowance in accordance with federal regulations.

Adjusted Income: is the gross annual income minus allowable deductions

Annual Income: includes all amounts monetary or not, which go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member. It includes but is not limited to:

##### **1. Wages and Salaries:**

- a. the full amount before any payroll deductions
- b. overtime pay
- c. commissions
- d. fees
- e. tips
- f. bonuses
- g. any other compensation for personal services

**2. Social Security or SSI payments payable to any household member**, unless they meet the lump sum requirement.

##### **3. Regular Contributions and Gifts**

Regular contributions and gifts received from persons outside the household are counted as income. This includes, but not limited to rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis. Regular periodic payments from annuities, insurance policies, retirement funds, death benefits, are considered regular contributions.

The cash contributions and/or gifts for the household cannot exceed the utility allowance unless the family provides a minimum of 6 months bank statements showing the exact amount of the contribution claimed.

It does not include occasional contributions or sporadic gifts.

##### **4. Alimony and Child Support**

Regular alimony and child support payments received are counted as income. Lump Sum child support payments received during the previous twelve (12) month period are included and are counted as part of the annual child support income.

If the child support or alimony is not received on a regular basis, the housing authority must count the amount of child support in the divorce decree or separation agreement unless the housing authority verifies that the child support or alimony income is not provided.

To calculate any other amount other than the amount in the award for child support, the housing authority must obtain documentation from the child support depository. The participant must produce documentation that the family has filed with the agency responsible for enforcing the payments.

When a printout is received from the child support office for the prior twelve (12) months, the housing authority will use the amount received over the last twelve (12) months, if no projection of anticipated income can be made. Child support income shall be reduced only after a three (3) full months has elapsed without payment.

If the support is not Court ordered, an affidavit from the person paying the support, is required indicating how much is being paid, to whom, naming each child and the amount paid monthly or weekly. If the participant claims the child support has stopped, then an affidavit is required. Child support income shall be reduced only after a three (3) full months has elapsed without payment.

## **5. Lump Sum Receipts**

Lump sum receipts of family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses are not included as income. Lump sum Social Security or SSI payments are considered an asset and not included as income.

Contributions to company retirement/pension funds are handled in this manner:

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

Lump sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. This includes payment of amounts that were deferred because of a dispute.

Treatment of the lump sum payment varies, depending upon the timing of the interim re-examination. When a reduction in income is reported, and an interim adjustment is performed, and the family subsequently receives a lump sum payment, which is classified as income, another interim adjustment will be conducted, using the lump sum amount as income and not applying it retroactively.

## **6. Welfare Assistance**

- a. Special calculations of income are required for "as-paid" state, county, or local public assistance programs. An "as-paid" system is one in which the welfare assistance payment

includes a specifically designated amount for shelter and utilities that is subject to adjustment based upon the actual cost of shelter and utilities.

- b. The welfare agency may reduce welfare benefit payments to sanction a family for noncompliance with welfare self-sufficiency or work activities. The PHA may not reduce the family rent contribution for families whose welfare benefits have been sanctioned by the welfare agency for noncompliance with welfare self-sufficiency or work activities requirements, or because of fraud in connection with the welfare program. The family's income must include the amount of welfare benefits that would have been paid to the family if sanctions had not been imposed.
- c. Covered families are those families who receive welfare benefits from a welfare agency under a program for which Federal, State, or local law requires participation in an economic self-sufficiency program as a condition of assistance.
  - A "specified welfare benefit reduction " is:
    - (a) Fraud in connection with the welfare program
    - (b) Sanction for noncompliance with welfare agency requirement to participate in an economic self-sufficiency program
  - Not applicable if:
    - (a) The welfare reduction is a result of the expiration of a lifetime limit, or other time limit, on receiving benefits
    - (b) The family has complied with requirements but cannot find a job
    - (c) The sanction is due to family noncompliance with other welfare agency requirements

## **7. Assets Disposed of for Less Than Fair Market Value**

The housing authority must count assets disposed of for less than fair market value during the two (2) years preceding examination or re-examination. The housing authority will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separations are not considered to be assets disposed of for less than fair market value.

The housing authority's minimum threshold for counting assets disposed of for less than fair market value is \$1,000.00. If the total amount of assets disposed of within a one (1) year period is less than \$1,000.00, they will not be considered an asset for the two (2) year period.

If the total amount of assets disposed of within a one (1) year period is more than \$1,000.00, all assets disposed of for less than fair market value will be counted as assets from the date the asset was disposed of.

## **8. Unemployment Compensation**

Payable to any household member, on a regular basis. Unless it is treated as a lump sum distribution.

## **9. Workers Compensation**

Payable to any household member, on a regular basis. Unless it is treated as a lump sum distribution.

**10. Net Income from the Operation of a Business**

The following documents show income from the prior years. Where there is no documentation for projected income from a business, the housing authority will consult with participants and use this data to estimate income for the next twelve (12) months using (in priority order):

- a. IRS Tax Return, Form 1040, including any:
  - Schedule C (small business)
  - Schedule E (rental property income)
  - Schedule F (farm income)
- b. An accountant’s calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement.)
- c. Audited or un-audited financial statements(s) of the business.
- d. Loan application listing income derived from the business during the previous twelve (12) months.
- e. Applicant’s notarized statement or affidavit as to net income realized from the business during previous years

**11. Income from Assets**

Such as interest, dividends, any kind of net income from real or personal property.

**12. Armed Forces Pay**

All regular pay, special pay and allowances of a member of the armed forces, except “special pay” to a family member servicing and exposed to hostile fire.

**13. Veteran’s Benefits**

**B. Income Exclusions**

These amounts are prohibited from being included in the family’s household income, for the purposes of rent determination.

1. Wages of children (including foster children) under the age of 18;
2. Earned income in excess of four hundred and eighty dollars (\$480) for each full-time student eighteen (18) years of age or older (excluding the head of household and spouse);
3. Refund or rebates of property tax on dwelling home;
4. Payments for Student Financial Assistance Paid Directly to the Student Educational Institution;
5. Amount Received by the family that are specifically for , or in reimbursement of, the cost of medical expenses for any family member;

**Examples:**

- a. Cost of Transportation for Medical Treatment. The housing authority will use the mileage rate approved by the Internal Revenue Service, cab receipts with destination and return address listed, transportation invoices for persons with disabilities with destination and return address listed, for verification of the cost of transportation directly related to medical treatment.
  - b. Expenses for prescription drugs
6. Live-in aide income;
  7. Adoption Assistance Payments in Excess of &480 per adopted child;
  8. Payments to Keep Developmentally Disabled Family Members at Home, Amounts paid by a State agency to a family with a member who has a developmental disability and is living at

home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

9. Payments Received for the Care of Foster Children or Adults. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
10. Special Armed Forces pay to a family member serving in the Armed Forces who is exposed to hostile fire.
11. Foreign Government Reparation Payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
12. Earnings and Benefits From Employment Training Programs Funded By HUD: Such as:
  - a. A stipend for Youthbuild project to help young high-school dropouts obtain education, employment skills, and meaningful on-site work experience in a construction trade;
  - b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

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

**Example:** Department of Labor, Employment Training Administration Welfare-to-Work Grant if goals and objectives meet appropriate criteria
13. Stipends to Reimburse Residents for Expenses of Servicing Members of the PHA Governing Board or Commission: The Public Housing Reform Act provides that the governing board of a PHA must generally contain at least one (1) member who is directly assisted by the PHA.
14. Amounts specifically excluded by any other Federal statute.

**C. Earned Income Disallowance for Persons with Disabilities:**

This does not apply to applicant

This disallowance is applicable to a "qualified family".

A "qualified family" is a disabled family receiving Section 8 assistance whose annual income increases due to one (1) of the following reasons:

1. Employment of a family member with a disability and who was previously unemployed for one (1) or more years prior to that employment.

2. The JHA shall utilize HUD's definition of "previously unemployed": as a person who has earned in the twelve (12) months prior to employment, not more than would have been earned at the established minimum wage working ten (10) hours per week for fifty (50) weeks, or;
3. Increased earnings by a family member with a disability AND is a participant in any economic self sufficiency or job-training program, or;
4. The new employment or increased earnings received by a family member who is disabled AND who has within the past six (6) months has received benefits or services under any State program for temporary assistance, such as TANF.

**Initial Twelve Month Exclusion:**

During the cumulative twelve (12) month period beginning on the date a member of a "qualified family" is first employed or the family first experiences an increase in Annual Income attributable to employment, the PHA must exclude from Annual Income of a "qualified family" any increase in income of the family member as a result of employment over prior income of that family member.

**Second Twelve Month Exclusion and Phase-In:**

During the second cumulative (12) twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in Annual Income attributable to employment, the PHA must exclude from Annual Income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

**Maximum Four Year Disallowance:**

The disallowance of increased income of an individual family member as provided above in this section "C" is limited to a lifetime forty eight (48) month period. Maximum is 24 months cumulative within the 48 month period.

**D. Federally Mandated Exclusions**

Additional benefits excluded from income shall be as listed below:

- The value of the allotment provided to an individual under the *Food Stamp Act*
- Payments to volunteers under the *Domestic Volunteer Services Act*
- Payments received under the *Alaska Native Claims Settlement Act*
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes
- Payments or allowances under DHHS' Low-Income Home Energy Assistance Program (LIHEAP)
- Payments received under programs funded in whole or in part under the *Partnership Act*
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
- The first \$2,000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior
- Federal scholarships funded under Title IV of the *Higher Education Act of 1965*, including awards under the Federal work study program or under the Bureau of Indian Affairs student Assistance program
- Payments received from programs funded under Title V of the *Older Americans Act of 1965*
- Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the *In re Agent Orange* product liability legislation.
- Payments received under the *Maine Indian Claims Settlement Act of 1980*.
- Child care arranged or provided under the *Child Care and Development Block Grant Act*
- Earned Income Tax Credit refund payment
- Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima

- Indian Nation or the Apache Tribe of the Mescalero Reservation.
- The first \$2000 of income received by individual Indian derived from interests or trust or restricted land,
- Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran.
- Any amount of crime victim compensation that the applicant (under the *Victims of Crime Act*) receives through crime victim assistance (or payment or reimbursement of the cost of such of a crime against the applicant,
- Any other as required by HUD.

**E. Exclusion for Census Takers:**

HUD has excluded the amounts earned by temporary Census employees for determining income in the Department's assisted housing programs. Terms of employment may not exceed one hundred eighty (180) days for the purposes of the exclusion.

**F. Mandatory Deductions to Income:**

- \$480 for each dependent including full-time students or persons with disability,
- \$400 for any elderly family or disabled family,
- The sum of the following to the extent the sum of the following exceeds 3% of income:

Un-reimbursed medical expenses of any elderly family or disabled family,  
 Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work.

- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

**G. Other Considerations for the Determination of Income:**

**1. Abandonment**

If a unit is not occupied for more than thirty (30) consecutive days, it may be considered abandoned unless the housing authority and owner/manager have been notified in advance and authorized the absence.

Satisfactory proof of hospitalization or military deployment may be exceptions to these designations. The agency may pay the owner/manager for a unit under these circumstances for ninety (90) days from the date of hospitalization or deployment. After ninety (90) days, the case may be reviewed and authorization for payment given by the Vice President for up to an additional ninety (90) days. The unit must meet HQS standards, the entire period.

There is no provision for resumption or re-instatement of assistance after the maximum one hundred eighty (180) day payment for an unoccupied unit.

Imprisonment will not be considered an exception: notice must be given to the owner and JHA. Payment will continue for up to sixty (60) days, after that the unit will be considered abandoned. The unit must meet HQS standards the entire period.

- Current paid rent and electricity do not conclusively prove residency if other indications prove the unit was not occupied.

- If the date of abandonment (or vacancy for other reason) cannot be determined, the housing authority may assume the unit to be vacant on the day of an electricity cut-off order.

## 2. **Temporarily and Permanently Absent Household Members**

If there is a one-parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the housing authority will try to find out from the Department of Children and Family Services how long it will be before the children will be returned. The parent will retain his/her eligibility as a remaining member of the tenant family. He/she may have to be issued a different size certificate or housing voucher, depending on the length of time the child(ren) will be out of the unit.

To determine whether or when the bedroom size should be changed, the case should be taken to the Vice President or her designee, who will use the Court Ordered Case Plan as a guide. However, failure of the participant to follow the case plan as ordered shall be cause to reduce the bedroom size.

If the single parent leaves the household and if another adult is brought in to take care of the children while the parent is away, as long as the family continues to meet the definition of family, the family assistance will not be terminated. A change in family composition will be made if the stay is longer than the visitor provision defined in the lease.

To avoid instances of minor children being left homeless, if the single parent dies. The review to be made shall be: what is in the best interest of the remaining minor children if another adult is brought in to care for the children, so long as the family continues to meet the definition of a "family". This shall be reviewed on a case by case basis and a change in family composition may be made.

### (1) Spouse

If the husband or wife leaves the household and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease.

If the husband or wife leaves the household and the period of time is estimated to be less than three (3) months, the family member may be determined temporarily absent.

If an assisted family breaks up, the assistance will remain with the party listed as head of household on the most recent recertification; if none, at application. If this is an amicable break up, the participant may designate who gets the assistance (this must be documented in writing by the person on record as Head of Household).

If the spouse is incarcerated, a document from the court or prison should be obtained to determine how long they would be incarcerated.

### (2) Adult Child

If an adult child goes into the military and leaves the household, they will be determined permanently absent.

A student (other than husband or wife) who attends school away from home, but lives with the family during school recesses, may be considered permanently absent (income not counted, not on lease, not counted for certificate/voucher size) or temporarily absent (income counted, on lease, counted for voucher size) at the family's option.

### (3) Joint Custody of Child(ren)

Children who are subject to a joint custody agreement, but live in the unit at least fifty percent (50%) of the time, will be considered members of the household. Fifty percent (50%) of the time is defined as one hundred eighty three (183) days of the year, which do not have to run consecutively. Proven deviation from a court order will be considered when determining bedroom size.

(4) Sole Member of Household

If the sole member of the household has to leave the household for more than three (3) months, the unit will not be considered to be their principal place of residence. They will be terminated from the program, unless the tenant requests an extension by submitting documentation from a reliable medical source that he/she will return within a total of six (6) months (an additional three (3) months).

(5) Visitors

Any guest in the unit for more than fourteen (14) calendar days during any six (6) month period must be approved by the owner/manager, and this agency must be notified. Failure to do so will be a violation of the lease (unauthorized person residing in the unit).

**H. Reporting to the Housing Authority**

The family must declare a member as permanently or temporarily absent in writing to the housing authority with the occurrence of the circumstance. The housing authority will advise the family at that time, what the options are and how it might affect the Total Tenant Payment and the certificate or voucher size.

Any adult family member(s) requesting to be removed from the household must submit documentary evidence before he/she is removed from the household.

Evidence includes, but not limited to:

- A new driver's license with the new address
- A new lease with the new address
- College registration in another city or state
- Utility or other bills showing another address
- In extreme circumstances when this information is unattainable we will accept notarized letter from head of household.

The family should be counseled at briefings and re-examinations of the effect of the permanent/temporary absence policy on their income.

**I. Temporarily Absent Family Member's Income**

Income of temporarily absent family member(s) is counted.

If the spouse or Head of Household is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire, and other approved excluded income) is counted as income.

**J. Income of Persons Permanently Confined to Nursing Home**

If a family member is permanently confined to a hospital or nursing home, and there is a family member left in the household, the housing authority will exclude the income of the person permanently confined to the nursing home and they will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan).

**K. Averaging Income**

There are two (2) ways to calculate income when the income is not received for a full year:

1. Annualizing current income (and subsequently conducting an interim re-examination if income changes); or
2. Averaging known sources of income that vary, to compute an annual income (no interim adjustment if income remains what was calculated).

The housing authority will use the averaging current income method for all families unless; it is a School Board or seasonal employee.

**School Board/Seasonal Employees**

To determine subsidy on School Board/Seasonal employees, the Jacksonville Housing Authority will annualize the participant's projected income and then conduct an interim reexamination when the participant's income changes. The PHA may annualize the family's income anticipated for a shorter period, subject to a re-determination at the end of the shorter period. All income will be annualized at 12 months, to allow interims during the 12 month period.

**Example:**

Participant is currently employed with First Student Bus Co. earning \$9.50 hourly and works approximately 30 hours a week. When school begins, annualize the income @ \$9.50 x 30 hours a week, then x 52 weeks. When school ends for the summer the participant will have to report their current status of employment, or unemployment, and current income. An interim reexamination will be processed on the current income, with a projected annualized calculation. When school begins, the participant must report it, then the employment will be once again be annualized for the upcoming year on the current income.

Last year's income can be analyzed to determine the amount of income to be anticipated when it cannot be clearly verified.

If the last three (3) months income is representative of the income which may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, or temporary or labor pool employment, the last three (3) months may be used to anticipate the income.

If the last three (3) months income is not representative of the income which may be anticipated for the next year, such as overtime worked, temporary or labor pool, or employment only at Christmas, the time worked for the entire year will be used to anticipate income.

If the anticipated income from the employer shows a raise in pay, which is to occur four (4) months from the effective date of the recertification, income is to be calculated at the old rate for four (4) months and at the new rate for eight (8) months.

If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus from last year, if any, will be used for calculation purposes.

If, by averaging, a reasonable estimate can be made, that estimate is used instead of changing the Housing Assistance Payment (HAP) every month.

At re-certification, the housing authority can use last year's income, if the income cannot be anticipated for the coming year.

#### L. **Child Care**

Child care expenses shall be reviewed for "reasonableness". "Reasonableness" shall mean that the cost of child care does not exceed the average of the allowances by the Duval County Children's Commission, and two (2) other local childcare providers.

The determination for allowing reasonable expenses as a deduction for childcare uses the following standards:

- Childcare to work: The maximum childcare allowed will be based on the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- Child care for school: The housing authority will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours attending school versus the number of hours claimed for child care.

The childcare allowance is only for children under the age of thirteen (13). Childcare paid for by the Department of Children and Family Services, government programs, student scholarships and grants, etc, are not eligible for the childcare allowance.

#### M. **Minimum Rent**

The minimum rent of fifty (\$50.00) has been established and applies to all programs. All clients reporting zero (\$0) income or whose Total Tenant Payment is less than --- fifty (\$50.00) will be assessed the minimum rent.

##### 1. Exception to Minimum Rent

Families will be notified of their right to request an exemption from minimum rent and that the determinations are subject to the grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended and the housing authority will follow the regulations. Any applicant/participant requesting a waiver for a hardship from the minimum rent must submit written documentation of their inability to meet financial obligations. Examples of circumstances that may qualify as reasons for hardship waiver are:

- a. Family has lost eligibility, or is awaiting eligibility determination for federal, state, or local assistance.
- b. Decreases in income due to changed circumstances.
- c. Loss of employment.
- d. Participant would be evicted as a result of non-payment of the minimum rent.
- e. Death in the family.

When a request for hardship is received, the waiver of payment will be immediately granted for a period of ninety (90) days. During that ninety-(90) day period, the client will not be required to pay the minimum rent. However, if the housing authority determines that the waiver is of a temporary nature, the requesting family will have to repay the agency the amount of their portion of the rent, which would have been due during that ninety (90) day period.

If the hardship is reasonably determined to be long term, the housing authority will not require the family to repay the minimum rent for the initial 90 day period. The family must recertify their eligibility every thirty (30) days.

## **SECTION VII – VERIFICATION PROCEDURES**

### **A. General Policy**

These policies apply to all Section 8 programs.

The housing authority verifies family income, family composition, status of full time students, value of assets, factors allowing a preference, and other factors relating to eligibility determinations before an applicant is issued a certificate or housing voucher.

The verification procedures discussed in Section III. Part D, shall be utilized in addition to any others listed here, and shall apply to applicants and participants, where applicable.

The housing authority will not allow applicants/participants to 'hand carry' or return verifications from the source to be considered third party verifications.

Documentation of fulltime student status shall be conducted by third party verification.

Live-in Aide verification: shall be made by written certification from a doctor or other professional as would be appropriate in making the determination that the live in aide is "essential" to the care of the applicant/participant.

The housing authority will have each applicant/participant sign a HUD Form 9886, Authorization for the Release of Information.

A quality control check is made by supervisors of at least twenty-five percent (25%) of all files during each fiscal year. The Total Tenant Payment and rent calculations are figured on the computer.

### **B. Up Front Verification and Computer Matching Verification**

When allowed by HUD and/or other state or local agencies, computer matching will be done.

Where computer card or computer printouts are a feasible method of verification, those sources will be utilized.

### **C. Minimum Income**

There is no minimum income requirement to be eligible for assistance, but the staff should use good interviewing skills to determine whether there actually is income, but it is not being reported.

Families may not be required to apply for welfare, but it may be suggested to them. If the family reports zero (0) income, the housing authority will have the family sign an affidavit to that effect.

Families with zero (0) income will be required to report to the housing authority every thirty (30) days to certify income status. This includes all family members eighteen (18) years of age or older who report zero (0) income.

## **SECTION VIII – BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING VOUCHER**

### **A. Briefings**

#### **1. Purpose of the Briefing**

The purpose of the briefing is to review the voucher packet to fully inform the participant about the program so he/she will be able to discuss it with potential or participating owners.

#### **2. Briefing Attendance Requirement**

All family members age eighteen (18) or over are required to attend the briefing when they are initially issued a housing voucher. No housing voucher will be awarded unless the household representative has attended a briefing. If this is a hardship for other family members, a supervisor may authorize the issuance of a voucher. Exceptions are made for homebound and hearing impaired applicants.

Failure of an applicant to participate in the briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility, and of his/her right to an informal review.

SEE SECTION IN THIS PLAN RELATIVE TO APPLICANTS WITH DISABILITIES

#### **3. Format of the Briefing**

Briefing, or orientation, of the voucher holders is conducted on a group basis. Applicants are interviewed in groups, given an opportunity to ask questions and requested to sign various forms and documents. Individual briefing may be done by staff where deemed appropriate; examples: incoming portable families; as an accommodation; the Single Room Occupancy, Project Based Certificate and Moderate Rehabilitation clients.

The applicant is provided with an information packet containing:

- Those items required by Federal Law.
- A general information brochure explaining the basics of the rental program for landlord use
- A current list of interested landlords (at request) and address of their available property
- Description of Fair Market Rents or Payment Standard
- Procedures for notifying the housing authority and/or HUD of program abuses, such as an owner requiring side payments or other overcharges or Housing Quality violations in the unit
- Any supplemental material the housing authority may deem necessary

#### **4. General Policies**

In addition to the briefing requirements to be covered and determined by HUD regulations, the following items shall be discussed thoroughly in the briefing session:

Attention will be called to the warning section on various forms, which require signature.

The family will be notified of information the housing authority must give to the owner to include:

- The family's current address
- The name and address of the landlord at the family's current and prior address.

The housing authority shall explain the resident's responsibilities regarding increased rent payments when a family's rent is more than the combined total of housing voucher subsidy allowed and their payment in the housing voucher program.

#### 5. Household Obligations Under the Voucher Program

Generally, under the voucher programs, the relationship between resident and landlord is the same as in the private housing market.

However, once a household receives a voucher, the family has the following additional obligations as well as to comply with those obligations described in the regulations.

- Find a rental unit which is the correct size
- Return proper forms to the housing authority within the voucher period so the unit may be approved
- Obtain approval of the JHA prior to moving into a dwelling. If a family moves into the unit prior to the approval, then the family will be responsible for the entire rent amount. Unless the owner and the JHA have agreed to reduce the rent amount for qualification.
- Keep appointments set by the housing authority for determination of continued eligibility
- Notify the housing authority in a timely manner of changes in household composition and certain types of changes in income (changes must be submitted in writing and within ten (10) business days of the change)
- Notify the housing authority and owner prior to moving from their unit
- To prevent multiple subsidies, all family members must maintain the assisted residence as the primary residence.

#### 6. Owner Referrals

Voucher holders are notified at their briefing session that the housing authority updates the advertisement listings for participating owners, and they are invited to have copies of the list in the housing authority office. Upon request, additional assistance is provided.

#### B. **Security Deposit Requirements**

1. The maximum security deposit that can be collected by the owner cannot be more than they collect from market rate tenants.
2. The family is responsible for paying the security deposit. Security deposits are not paid by the housing authority.
3. The owners use the security deposit for any unpaid rent payable by the tenant, damages to the unit, or other charges due under the lease. The owner must maintain and disburse the security deposit pursuant to Florida Law.
4. The security deposit is between the owner and the participant. Should there be any dispute; the participant should seek the advice of an attorney.

Arrangements with the owner to collect a security deposit in increments are completely acceptable.

The amount of the security deposit, if the resident is leasing-in-place, may remain at whatever deposit was collected by the owner.

Non-Refundable fees, such as redecoration fees, will be permitted if they are not excessive and the same amount is being charged to market renters.

#### C. **Voucher Issuance**

At the close of the briefing session, each family who has brought adequate documentation to determine that they are eligible will be issued a Housing Voucher which is a contract between the housing authority and the household specifying the rights and responsibilities of each party.

If eligibility cannot be determined at the briefing, staff will give the applicant ten (10) business days to return requested documentation. A supervisor may authorize an extension of time, in cases of extenuating circumstances. Failure to provide documentation as requested will cause the applicant to be withdrawn from the waiting list.

A holder of a voucher shall be responsible for finding an existing housing unit suitable to the holder's needs and desires in the Jacksonville Metropolitan Statistical Area. A holder of a voucher may select the dwelling unit, which he/she already occupies if the unit qualifies as existing housing. Any housing assistance by the Program shall be in accordance with the approved Equal Opportunity Housing Plan.

The Project Based Voucher and Moderate Rehabilitation certification holders are selected for specific units and the certificate may not be used for any other unit.

#### 1. Assignment of Housing Counselor

Each family is assigned to a Housing Counselor (HC) who will be its liaison with the housing authority. No provisions are made to allow a change by the enrollee, applicant, or participant. A Housing Counselor must request a change if he/she is assigned a family member, close friend or other client, which might appear to be a conflict of interest. Administrative changes can be made in whole or in parts of caseloads.

#### 2. Expirations

The voucher is valid for a period of sixty (60) days from the date of issuance. Prior to expiration, the family may contact the housing authority to inquire about any help the housing authority can provide the family in locating suitable housing.

To avoid any family obtaining a unit which they cannot afford, the voucher shall be issued based on the documents provided and verified by the JHA. Once the voucher has been issued, no changes shall be made to the amount or bedroom size. Any change in Total Tenant Payment based on income shall be calculated thirty (30) days after the authorized move in date.

However, the JHA understands that there may be instances in which the income or bedroom size may change, which should be addressed.

Those instances shall be:

- a. Receipt of a pending award of TANF, SSI, Social Security, Veterans income,
- b. Re-employment of a member of the family which has had verified continuous employment, for a period of six (6) consecutive months, but who had lost their employment due to an accident or lay off, at the issuance of the voucher, and prior to the expiration of the sixty (60) day voucher term,
- c. Death in the family
- d. Birth
- e. Reduction of any source of income

The family must submit a Request for Tenancy Approval within the sixty (60) day period unless an extension has been granted by the housing authority.

The housing authority will grant a family with a disabled member the full one hundred twenty (120) days at issuance as a reasonable accommodation.

### 3. Extensions

It is the policy of the JHA not to grant Voucher extensions. However, due to extenuating circumstances, an extension may be approved.

#### EXTENUATING CIRCUMSTANCES:

All requests for extensions must be in writing and received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the housing authority primarily for three (3) reasons:

- a. Extenuating circumstances, such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial sixty (60) day period. Verification is required.
- b. The family has evidence that they have made a consistent effort to locate a unit and has requested support services from the housing authority staff throughout the initial sixty (60) day period with regard to their inability to locate a unit.
- c. The family has turned in a Request for Tenancy Approval form prior to the expiration of the sixty (60) day period, but the unit has not passed Housing Quality Standards.

The housing analysts may authorize extensions, but never to exceed 120 days from date of issue, taking suspension (tolling) into account. A supervisor may review the decision to extend or not when the participant questions it.

#### Extensions as a Reasonable Accommodation:

The JHA shall grant requests for extensions of the voucher as a reasonable accommodation. Those requests must be in writing and must be received prior to the expiration of the initial term of the voucher.

If a family believes discrimination because of race, color, religion, sex, national origin, age, familial status or disability has prevented them from finding or leasing a suitable unit, the housing authority will give the family information on how to fill out and file a housing discrimination complaint.

### 4. Suspension (Tolling)

On the date a completed (see below) Request for Tenancy Approval is received in our office, the time stops on the voucher. If the participant is unable to follow through with the leasing of the unit through no fault of theirs (for example: property manager refuses to accept the approvable rent or is unable to complete the repairs) then suspension starts. This does not include an instance of the participant's decision not to rent; a Request for Tenancy Approval does not stop the time if the participant changes her mind. The participant will receive the remaining time on their voucher.

The Request for Tenancy Approval is considered complete if all of the vital information is on the form. The minor missing information can be verified by the housing counselor calling the property manager.

Suspension does not occur when the Request for Tenancy Approval is submitted on the last day of the voucher or after the voucher has expired.

**D. Portability**

1. If a family was not living in the Jacksonville jurisdiction at the time application was made, when they are issued a voucher by this agency, the family must reside in the Jacksonville jurisdiction for the first twelve (12) months of receiving assistance.
2. A family will not be allowed to utilize the portability of assistance more than one time in any twelve (12) month period.
3. When selected for the voucher program and the applicant requests immediate portability, it must be shown that they have resided in the Jacksonville jurisdiction for at least twelve (12) months prior to application.
4. The housing authority prefers to absorb incoming vouchers into its program. The JHA shall administer as needed.
5. If the subsidy standard of the initial housing authority differs from this agency, it is this receiving housing authority, which determines bedroom size. However, if the family definition differs and the initial housing authority has certified the family eligible, they will be admitted to our program.

For example: an unmarried couple of short duration certified as family in the initial housing agency will be admitted although they do not have a two (2) year stable relationship. 6. A family who has had a serious lease violation, or violation of participant obligations, in the initial housing jurisdiction may be denied portability to our jurisdiction.

**SECTION IX – CONTINUED PARTICIPATION WHEN ASSISTED FAMILY MOVES**

If an assisted family notifies the housing authority that it wishes to obtain another voucher for the purpose of finding another unit to which it wishes to move, the housing authority may (unless it does not have sufficient ACC authority for continued assistance to the family) issue another voucher or process a Request for Tenancy Approval as long as federal HUD rules and regulations have been followed, the family has met the requirements as outlined in this Plan and there exists no outstanding debt by the family to the housing authority which has not been paid as agreed.

The family must give the housing authority and owner thirty (30) days notice to move. If the participant remains in a unit after the agreed-upon move-out date, the participant is responsible for full rent.

If the new unit passes its inspection before the contract anniversary date, the housing authority will not pay rent on the new unit until after the previous contract payments have stopped, or after the date of the agreed upon date of cancellation.

Failure of a participant to move into a unit by the effective date of contract/lease may be deemed 'good cause' for the owner/manager to terminate the lease in the first year of lease/contract.

Any family that owes the housing authority for unreported income, unpaid rent, vacancy or damages paid by the housing authority to a former landlord will not be allowed to move to a new unit until the debts are repaid in full or as agreed.

This amount will be established, notice shall be given to the family and an opportunity for hearing will be given.

If arrangements were made with the family for a reasonable repayment schedule to the housing authority, and the family does not pay all debts at the anniversary date of the lease or the expiration of the repayment agreement, whichever is later, their assistance will be terminated. A repayment agreement, paid as agreed, will not prevent the family from moving.

If the family enters into a repayment agreement at any other time during the term of the lease and they do not fulfill their promises to pay, the housing authority will not issue another voucher for any reason. The assistance will not be terminated (for lack of payment) but the family will not be allowed to move with continued assistance. This includes instances that are beyond the control of the family; for example, if the unit is not in compliance with HQS and owner will not make repairs. This can be reviewed on a case by case basis by the Vice President.

A family under housed or over housed with a project based certificate (Mod Rehab or PBC) will be offered an available unit in the same program. If none is available, these two programs will interchange to find a unit. If the proper unit size is not available in either program, a voucher will be issued. Refusal of a voucher will be grounds for termination.

In Mod Rehab or PBC, if there is a mutual agreement for the participant to move, they may do so even if there is no change in unit size. There will be no vacancy paid to owner or assessed to participant if there is a mutual agreement. In the event of the participant giving at least thirty (30) days notice to move, vacancy is paid to the owner, but not assessed to participant.

## **SECTION X – LOCATING SUITABLE HOUSING**

### **A. Responsibility for Locating Housing**

Once a voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the rent limitations determined by a rent comparable study, must meet the Housing Quality Standards (HQS) and Jacksonville Housing Safety Codes requirements, including minimum bedroom size requirements for units.

The housing authority will maintain updated referral lists of owners who have called the housing authority to list their available units. The list will be made available to voucher holders. The housing authority will provide suitable assistance upon request, to those families with special needs. The housing authority will keep a list of known units which are accessible for persons with disabilities.

### **B. Eligible Types of Housing**

All structure types can be utilized, including but not limited to, single family, duplex, triplex, quadruplex, townhouses, mobile homes and high-rises.

Families may not lease properties owned by relatives unless the housing authority determines that approving the unit would provide reasonable accommodation for a family member who has a disability.

### **C. Request for Tenancy Approval**

1. When a family has found a unit it wants and the owner is willing to lease, the family shall submit to the housing authority a Request for Tenancy Approval signed by the owner of the unit and the family, together with the family's and owner's inspection report. The SRO Homeless will submit the documentation from the owner as prescribed by the housing authority.
2. The housing authority will not permit a family to submit more than one request at a time, nor shall the same property be accepted for more than one family at a time.
3. With the Request for Tenancy Approval, the property owner/manager will be notified of:
  - a. The family's current address
  - b. The name and address of the landlord at the family's current and prior address.

No other information shall be given, unless authorized by law.

In instances where not authorized by law, if the participant/applicant wishes a third party to have access to their file, they must submit a written authorization to the JHA. Special caution will be taken in cases of a battered spouse or family in protective services; these may be referred to a supervisor.

4. No present or former member or officer of the housing authority, no employee of the housing authority who formulates policy or influences decision with respect to the Section 8 Program and no public official of a governing body or State or local legislator or their spouses who exercise functions or responsibilities with respect to the Section 8 Program, during this person's tenure or for one year thereafter, shall have any direct or indirect interest in the Section 8 Contract between the housing authority and the program participant, or in any proceeds or benefits arising from it.

## **SECTION XI – HOUSING QUALITY STANDARDS AND JACKSONVILLE SAFETY CODES**

### **A. General Purpose**

The housing authority is required by HUD regulations to inspect the rental units to ensure that they are “decent, safe, and sanitary” in accordance with Housing Quality Standards and agency policy which includes the standards of the Jacksonville Housing Safety Code.

No unit will be initially placed on the voucher program unless these standards are met. Units must also meet the standards as long as the family is on the program.

The housing authority will conduct initial, annual and special inspections. The housing authority will conduct a move-out inspection if requested by the landlord on a unit under HAP contract prior to October 1995, to document potential claims for damages.

The housing authority provides owners and residents with move-in inspection forms and encourages their use.

### **B. Condition of Unit**

1. Before approving a lease, the Section 8 housing inspector shall inspect the rental unit for compliance with the Housing Quality Standards and the City’s Housing Safety Code. The unit shall be inspected on the date, which the owner indicates it is ready for inspection or as promptly as possible thereafter.
2. If there are defects or deficiencies which must be corrected in order for the unit to be decent, safe and sanitary, the owner shall be advised by the housing authority of the work required to be done and given a specific time for the work to be completed; usually seven (7) days for initial inspections or thirty (30) days for annual recertification inspections. Before a contract is executed or renewed, the unit must be re-inspected to ascertain that the necessary work has been performed and that the unit has been approved as decent, safe and sanitary.
3. A report of every inspection and re-inspection shall be prepared and maintained in the files of the housing authority. Each such report shall specify:
  - a. Any defects or deficiencies, which must be corrected in order for the unit to be decent, safe and sanitary.
  - b. A record of any other defects or deficiencies shall be maintained for use in the event of a subsequent claim by the owner that defects or deficiencies were caused during the period of occupancy by the family.
4. In order to ensure that the inspections department is adhering to the Section 8 Housing Quality Standards and Housing Safety Code and are providing consistent determinations, a random sample of the approved units shall be re-inspected by the inspections supervisor. Should numerous complaints be received by the inspection supervisor for a particular owner or apartment community an audit may be done on all assisted units in that community.
5. If the rental unit of an assisted family fails to meet Housing Quality Standards or Jacksonville City Code due to negligence by the owner and the owner fails to cooperate in making repairs within the time allowed by the housing authority, the rent will be abated and the assisted family may be given another voucher to look for another unit which meets inspection codes, provided the family is in good financial standing with the housing authority. If the family

wishes to remain in the unit and it fails to meet HQS within forty-five (45) days of the first inspection, assistance may be terminated.

6. The following variance waiving HQS under the thermal environment acceptability criteria has been approved by the HUD Field Office:

Unvented fuel burning heaters--- The City of Jacksonville Housing Assistance program may allow the use of unvented fuel-burning heaters in units given the following specifications:

1. The heater must be approved by American Gas Association and such approval seal fixed to the heater.
2. It must not exceed an output of thirty (30) BTU's per hour per cubic foot of room space or space in which the heater is installed.

Note: The heater, whether vented or not, must be properly installed at all times during the terms of the contract and lease.

All complaints by families concerning non-compliance by the owner with the program's Housing Quality Standards or the Jacksonville Safety Code Standards shall be retained by the housing authority for three (3) years.

#### **C. Units Not Decent, Safe and Sanitary**

##### **1. Owner Responsibilities**

If the housing authority notifies the owner that he has failed to maintain a dwelling unit in a decent, safe and sanitary condition and the owner fails to take corrective action within the time prescribed in the notice, the housing authority may exercise any of its rights or remedies under the Housing Assistance Payments Contract, including abatement of housing assistance payments (even if the family continues in occupancy) and termination of the contract. If the family does not owe the agency money or has a repayment agreement which is paid current, and wishes to be housed in another dwelling unit with Section 8 assistance and the housing authority determines to terminate the Housing Assistance Payments contract, the housing authority shall issue to the family another voucher. At any time the unit has failed a second inspection, the family may be allowed to move (unless a delinquent debt is owed). Any request for a third inspection must be in writing and approved by a supervisor.

##### **2. Resident Responsibilities**

Those items, which cause the unit to fail, that are attributed to resident damage will not be cause for owner abatement. Residents will be given notice of termination if they have not brought their units into compliance at the time of the second inspection. The owner must agree, in writing, to a third inspection, which must be approved by a supervisor.

#### **D. Unit Size Which Varies from Certificate/Voucher Designation**

A voucher will be issued based on the smallest size for which the family qualifies; however, no otherwise acceptable unit shall be disapproved on the grounds that it is too large or too small for a family provided that U.S. Department of HUD rules and regulations and the provisions of this Plan are met. The participant must sign a waiver of the proper size unit. Approval for change of unit size will thereafter be denied unless there is also a change in family size.

### 1. Undersized Units

The family may select a smaller size unit provided that there is at least one (1) sleeping room or living/sleeping room of appropriate size for each two (2) persons in the household. The family will be required to sign an affidavit stating they accept a smaller unit than they are eligible for:

- a. Any area used for sleeping must have a window and adequate heating source if it does not meet the HQS definition of a bedroom.
- b. In the Moderate Rehabilitation and Project Based Voucher program, if a family chooses a smaller size unit, the Fair Market Rent (FMR) is based on actual bedroom size, not unit eligibility.
- c. In the voucher program, if a family chooses a smaller size unit, the subsidy is based on the actual unit size. In all cases of family choice, no more than two (2) persons per bedroom are permitted.

### 2. Proper Sized Units

If the housing authority determines that the assisted unit occupied by a participant family has not met the space requirements because of a change in family composition, the housing authority shall issue the participant family a new voucher, and the family shall try to find an acceptable unit as soon as possible. If an acceptable unit is found that is available for occupancy by the family, the housing authority shall terminate the certificate/voucher contract for the original unit in accordance with its terms.

Resolution of critically overcrowded situations will be approved if at all possible. For instance, a single parent may be housed with a single child in a one (1) bedroom unit until the child is seven (7). Seven (7) people in a three (3) bedroom unit might be considered critically overcrowded. Critically overcrowded will be defined as one (1) or more persons over the established guidelines for bedroom size. Required bulky medical equipment (including wheelchairs) will be considered a factor in increasing a unit size.

Utility allowance will be completed in conformance with the actual number of bedrooms in the unit and not the number stated on the certificate/voucher.

## **SECTION XII – LEASE AND HAP/VOUCHER CONTRACT EXECUTION**

### **A. Documents Submitted**

The owner must submit to the agency a copy (does not have to have original signatures) of the lease. This will be completed once the effective date has been established. The effective date must be the later of:

- a. Date unit passes inspection
- b. Date unit is occupied by the resident

The Family shall be required to submit the Request for Lease Approval prior to the expiration of the Voucher.

### **B. Rent Reasonableness Determination for Vouchers**

The housing authority will make a determination as to the reasonableness of the rent the owner is proposing in relation to the comparable units on the private unassisted market. Rent reasonableness determinations are made during the whole course of an assisted residency in accordance with Federal Law. Leasing a unit that does not meet the rent reasonableness determination will not be approved. Rent reasonableness determinations are to be conducted at:

- Initial leasing
- Before any rent increase to the owner
- If there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared to the FMR in effect one year before the contract anniversary: and
- If directed by HUD
- At the discretion of the JHA

The housing authority will certify and document on a case-by-case basis that the approved rent does not exceed rents charged by the owner for comparable unassisted units in the private market; and is reasonable in relation to rents charged by other owners for comparable units in the private market.

In determining whether the rent to owner is reasonable in comparison to other comparable unassisted units, the housing authority may consider:

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

Rent reasonableness determinations will generally occur at the time the inspection has occurred for initial leasing or annual inspections. Information will be submitted to the inspectors by the housing analyst on the proposed rent and utilities to be paid by the owner and family. This information is supplied by the owner on the Request for Lease Approval. The inspectors will collect and document complete information on the program unit to make accurate rent reasonableness determinations. Inspectors will identify comparable units that are located, first in the same neighborhood, then within a two mile radius of the program unit to determine rent reasonableness. If there are few rental units in the noted area the inspector may increase the radius in order to make the best judgment possible.

If the requested rent has been determined unreasonable, owners are notified of this decision by the inspector and given the acceptable rent amount. Should the owner disagree with the Inspector, the owner will be allowed to identify and document units in the area that he/she believes are comparable. The Inspector will review the information submitted for accuracy and make changes if warranted. The JHA is not obligated to use the comparables provided by the owner. If the decision does not change, the owner will be notified and the housing analyst will be informed. The family will be contacted to look for other housing.

#### **C. Separate Agreements**

Owners and residents may execute agreements for services, appliances (other than for range and refrigerator) and other items outside those, which are provided in the lease, if the agreement is in writing and reviewed by the housing authority.

Any appliance, service or other items, which are routinely provided to nonsubsidized residents as part of the lease (such as air conditioning, dishwasher or garage), or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For a separate agreement, the resident must have the option of not utilizing the service, appliance or other item.

The housing authority is not liable for unpaid charges of items covered by the separate agreement(s) and nonpayment of these agreements cannot be cause for eviction.

Copies of all separate agreements must be provided to the housing authority.

#### **D. Execution of Housing Assistance Payment Contract**

If the housing authority determines that a unit, which an eligible family wishes to lease, is in decent, safe and sanitary condition, and that the rent is approvable, the authority shall notify the owner and the family of its determination. The HAP Contract and the Lease shall thereafter be executed by the appropriate parties within sixty (60) days of the initial inspection. Although the effective date may have passed, no monies will be paid until the fully executed lease and contracts have been received by the housing authority. This may require retroactive payment. A copy of the notification shall be maintained in the authority's files together with the original Request for Tenancy Approval, HUD form 50058 and the inspection report(s) relating to the unit, and the Certificate of Rent Reasonableness.

Prior to HAP Contract execution, the housing authority will reconfirm the composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated.

The housing authority will prepare the HAP Contract and submit to the owner within ten (10) business days of receiving the complied inspection. Once an effective date is established, the housing authority will execute the contract, and send the contract to the owner, for their signature.

A contract must be fully executed within sixty (60) days of the effective date or it is void. If a supervisor determines there was owner delay, the contract will be re-negotiated for effective date. If it is determined there was agency delay, the effective date will be changed to within the

sixty (60) days and the Vice President will authorize payment to the owner from the administrative fee.

**E. Lease Revisions**

With any new lease or lease revision, the housing authority and owner must execute a new HAP contract.

**F. Procedures for Setting and Revising Payment Standards**

At the discretion of the JHA, it may establish the payment standard amount from ninety percent (90%) to one hundred ten percent (110%) of the published Fair Market Rents, for each unit size. The payment standard shall be adjusted as needed to comply with any funding changes. The payment standard shall be fixed at ninety percent (90%). At the discretion of the JHA, the payment standard may be adjusted to one hundred percent (100%).

## **SECTION XIII – PAYMENT TO OWNER AND OWNER RESPONSIBILITIES**

Once the HAP contract is fully executed and returned to the housing authority, payments will be made to the owner/manager. A HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Checks are disbursed by the housing authority at the first and in the middle of each month.

### **A. Owner Payment in Certificate Program**

The payment to the owner/manager is based upon the contract rent approved by the housing authority less the resident rent determined by the housing authority. Payment to the owner/manager is called the Housing Assistance Payment.

### **B. Owner Payment in Voucher Program**

Rents are not restricted by the Fair Market Rent in the Housing Voucher Program. The housing authority will approve all housing voucher rents to an owner based on a reasonableness comparison to open market rents. Approvable rents which the resident will pay, are restricted in the voucher program by the regulation which does not allow the family to pay over forty percent (40%) of their income for housing for the initial term of their lease.

### **C. Late Fees Paid by Agency**

The housing authority, according to the HAP Contract, may be liable for late fees if payment is not promptly made to the owner. If the initial payment has not been made thirty (30) days after the first of the month following the effective date of the lease and HAP Contract, and there has been no owner delay in returning executed contracts, the housing authority will pay late fees, if assessed. The Vice President, or designee, may determine if there has been owner delay if our refusal to pay is challenged.

For subsequent payments due, late charges will not be paid if payments were generated but lost in the mail; for unforeseen computer difficulties causing delayed processing or when other owner or resident responsibilities have caused the delay.

### **D. Owner Responsibilities**

It shall be the responsibility of the owner to screen potential tenants. The screening must be the same conducted for market rent families. The JHA shall not screen tenants as to their suitability to occupy a dwelling.

The Housing Assistance Payment Contract contains the entire agreement between the JHA and the owner and the owner is responsible for abiding by the terms as stated.

#### **1. Owner Disqualification**

A property owner does not have a right to participate in any Section 8 program.

The JHA shall disqualify an owner from participation in the Section 8 program for the following reasons:

- a. Violation of obligations under one or more HAP contracts;
- b. Threatening or abusive behavior towards JHA staff;
- c. Acts of fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- d. Participation in any violent or drug-related criminal activity;
- e. Current or previous practice of non compliance with HQS and or state local housing codes;

- f. Fails to pay state or local real estate taxes, fines, or assessments;
- g. Current or prior history of refusing to evict voucher or other assisted tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:
  - (1) unreasonably threatens the right to peaceful enjoyment of the premises by other residents;
  - (2) unreasonably threatens the health, safety of residents, PHA employees, of owner employees;
  - (3) unreasonably threatens the neighbors' health, safety or neighbors' right to peaceful enjoyment of their residences;

When the JHA disqualifies an owner from participation, current participants may be asked to move, if the violation is life threatening or egregious. In instances where the violation is not life threatening or egregious, and there is more than one participant located in an apartment complex or in separate dwellings located throughout the city, then, the participants will be permitted to remain in the unit, until their next annual re-examination.

## **2. Change of Ownership**

The housing authority must receive a written request by the owner to make changes regarding the housing authority's rent payment or the address to which it is to be sent. For ownership changes, the written request must be accompanied by the recorded Deed.

## **3. Abate Procedures**

- a. The JHA requires all units to pass HQS inspection.
- b. First failed Inspection:
  - (1) Non life threatening: OWNER CAUSED: shall have thirty (30) days in which to clear the failed item.
  - (2) PARTICIPANT CAUSED shall have thirty (30) days in which to clear the failed item.
  - (3) Violation endangers health and safety: OWNER shall be given 24 to 48 hours to cure, PARTICIPANT: shall be given 24 to 48 hours to cure.
- c. Second Failed inspection:
  - (1) OWNER CAUSED: shall be given an abatement notice- may be given additional time to cure, while in abatement. The participant will be notified and may be issued a voucher to move.
  - (2) PARTICIPANT CAUSED: shall be given a notice of termination, with a copy to the owner. If the HAP contract is in effect, the owner's payments shall not be withheld during this time, but will terminate after the 30 day notice and or hearing process has expired.
- d. Third inspections will be granted if requested in writing and within the time allowed, and approved by a supervisor.

## **4. Lead Based Paint Procedures**

Applies to all units built on or before January 1, 1978 and occupied or to be occupied by a family with one or more children under the age of 6.

The JHA shall conduct a visual assessment for deteriorated, cracking chipping peeling paint. The JHA shall conduct a visual assessment of the common areas servicing the unit, which will be frequented by children under the age of 6, such as play grounds.

The following shall be exempt:

- a. Units built after December 21, 1977
- b. SRO

- c. Housing built for housing the elderly

#### **SECTION XIV – UTILITY ALLOWANCE**

The same utility allowance schedule is used for all programs. The housing authority will review the Utility Allowance Schedule on an annual basis. If a revision is needed, based on methods required by HUD, the schedule will be revised.

Approved Utility Allowance Schedule(s) will be given to families along with their voucher. The same schedule will be used by the housing authority to record the actual allowance for the unit the family selects if there are resident -paid utilities.

If an adjustment to the utility schedule is necessary, corresponding adjustments to rents will be made on the next annual examination following the change in chart. They will be effective on the anniversary date (not retroactive to the change date.)

##### **1. Utility Reimbursement**

Where the utility allowance exceeds the Total Tenant Payment of the family, the housing authority will provide a Utility Reimbursement Payment to the family each month.

## **SECTION XV – ANNUAL ACTIVITIES**

There are activities the housing authority conducts on an annual basis:

- Annual Recertification of Income
- Annual Housing Quality Standards Inspection
- Contract Rent Increase to Owner

The housing authority maintains a listing of units under contract by month to ensure systematic reviews of contract rent, allowances for utilities and other services, and housing quality in accordance with the requirement for annual reexamination.

### **A. Annual Recertification**

1. Reexamination shall be made by the housing authority at least annually and the appropriate determination shall be made by the housing authority of the amount of Total Tenant Payment and the amount of the Housing Assistance Payment all in accordance with the schedule and criteria established by HUD. Reexamination Notice to the Family

The housing authority will maintain a reexamination tracking system and at least ninety to one hundred twenty (90 to 120) days in advance of the scheduled annual reexamination date, the head of household will be notified by mail that he/she is required to attend a reexamination interview.

A Personal Declaration Form and monthly income and expenses form will be mailed to the family. The family will be instructed to fill out the form and to bring it to the interview, along with any other requested documentation. All adult members of the household must sign the Personal Declaration Form.

2. Verification of Information Provided

Eligibility for continued participation in the Section 8 Program shall be verified as described in Sections II, III, V, VI, VII, XVI, XX, XIX, and XXI.

3. Changes in Resident Rent

When the information is analyzed, all necessary documents are prepared and signed by the resident, and when all other requirements have been met, the housing authority will recalculate the resident's portion of rent.

The housing authority will notify both the owner and resident of its determination of the new rent to be paid by the resident and new Housing Assistance Payment to be paid by the housing authority.

If there is a rent increase, the new rent portion will go into effect following a full twenty (20) day notice prior to the first of the month.

- a. A participant is allowed to have an income change for a period of up to fifty-nine (59) days before a payment change is effective. The change will be verified and a computer notation made.
- b. If more than sixty (60) days have passed since an effective date of change, and there is not sufficient time before check run to give property manager proper notice, the changes will

become effective the following month and the participant will be required to sign a repayment agreement.

If there is a rent decrease, it will be effective the first day of the month following the date the change was reported. The housing authority may implement such reductions on a provisional basis prior to completion of verification to prevent undue hardship to the family.

1. Failure of an assisted family to provide information or cooperate in providing information for the housing authority required annual reexamination is a ground for termination of assistance.
2. All family members eighteen (18) years or older reporting "zero" income are to be recertified every thirty (30) days. It is required that all family members eighteen (18) years of age and older sign the recertification.
3. A family's eligibility for housing assistance continues until the amount payable by the family has totaled the gross rent or total tenant payment has equaled the gross rent for the dwelling unit it occupies for a six (6) month period.

## **B. Annual Housing Quality Inspection**

### General Policy

The housing authority will conduct an inspection using the Housing Quality Standards and Jacksonville Housing Safety Codes, at least annually. Comparables shall be obtained for all inspections. The JHA may cancel contracts if there is insufficient funding to support the obligations.

The owner will be given time to correct the failed items. There are two (2) guidelines to use:

- a. If the item endangers the family's health or safety, such as electrical shortages, lack of hot water or heat (when needed), the violation must be taken care of within twenty-four (24) to (48) hours.
- b. For less serious failures, the owner will be given thirty (30) days to correct the item(s). Longer time allowance may be made on a case by case basis while the HAP payment is in abatement.
- c. If a unit fails HQS inspection twice, the unit automatically goes into abatement status. The abatement will start the first day of the month following the second failed inspection. If the unit passes a third HQS inspection prior to the beginning of the abatement period, the abatement will not apply to the unit.

### 1. Family Responsibilities Regarding Housing Quality Inspections

The family will be responsible for breach of HQS that is caused by any of the following:

- Failure to pay resident-required utilities
- Failure to provide and maintain resident-supplied appliances
- Any member of household or guest damages to the unit or premises
- If resident tenant breach is life-threatening, the family must correct the violation within no more than twenty-four (24) to (48) hours
- Other family caused defects must be corrected within no more than thirty (30) days
- If family caused breach, the housing authority must take action to enforce family obligations. The housing authority may terminate assistance to the family (giving the family

and owner thirty (30) days notice) if the family fails to correct the violations within the specified time.

## 2. Rent Increase to Owner

Voucher Program owners must request a rent increase in writing. The increase must be requested at least sixty (60) days prior to the anniversary date of the contract. Rent increases to owners are to be effective on or after the anniversary date of the HAP Contract, but shall not exceed the annual adjustment factor (AAF) as published by HUD.

The housing authority will certify and document on all inspections that the approved rent:

- Does not exceed rents charged by the owner for comparable unassisted units in the private market
- Is reasonable in relation to rents charged by other owners for comparable units in the private market, by providing comparables
- Rent increase request does not exceed the applicable Annual Adjustment Factor as published by HUD (where applicable)

The housing authority can decrease the rent amount if a rent reasonableness study shows that the unit is not at the appropriate value, supported by comparables.

## **SECTION XVI – INTERIM RECERTIFICATION**

### **A. Required Changes to Report**

Total Tenant Payment and Tenant Rent will remain in effect for the period between regularly scheduled reexaminations except that:

1. The resident must report all changes in the household composition, within ten (10) business days.
2. The resident may report any of the following changes which would result in a decrease in the resident's rent:
  - a. Decrease in income
  - b. Increase in allowances or deductions

The family must report all increases in income; however, the HEA will not make a payment change unless the increase in income is \$100 or more per month.

To report a change in family composition or income, the family must complete a Personal Declaration and monthly income and expenses form. The housing analyst will secure third party verification of the change. Changes resulting in decreased rent will be processed to become effective the first of the month following the date change was reported. Increases will be effective the first of the month after twenty (20) days written notice has been given.

### **B. Other Interim Reporting Requirements**

- For families with zero (0) income, reexamination will be scheduled every thirty (30) days. Any family member 18 years or older reporting zero income will have their income status reexamined every thirty (30) days. If no income is reported, JHA will use the actual utilities billed as income (not limited to water, gas, electric, etc.).
- For families whose annual income cannot be projected with any reasonable degree of accuracy, interim examination shall be reviewed at least every ninety (90) days.
- For families where an error was made at admission or reexamination (family will not be charged retroactively for error made by housing authority personnel), an interim examination will be processed, allowing a twenty (20) day notice to the owner and family.

## **SECTION XVII – TIMELY REPORTING OF INFORMATION**

All verification procedures shall be utilized as discussed in this document.

### **A. Notification of Changes**

Written correspondence to participants as well as owners/managers will be mailed by regular first class mail and will be assumed to have been delivered. (Special circumstances may make an occasional certified mailing necessary.) All participant correspondence, which is mailed ----including utility reimbursement checks- will be sent to the assisted address, not a post office box.

Some correspondence may be hand-delivered or picked up from our office, but only in an *extremely unusual circumstance*, will a utility reimbursement check or an owner check be permitted to be picked up.

Hand delivered and mail delivered by the post office to the housing authority is date stamped, recorded and delivered to the addressee on a daily basis. Faxed mail is routed to the addressee upon receipt.

### **B. Procedures When the Change is Reported in a Timely Manner**

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

- The family and owner will be given a twenty (20) notice for a rent increase change.
- Decreases in the resident rent are effective the first of the month after the facts have been verified.

Third party verification is made of all reported changes.

### **C. Procedures When the Change is Not Reported in a Timely Manner**

All changes in family income or composition must be reported in writing to the JHA within ten (10) business days. Failure to report the changes within the ten (10) day period will result in the termination of the assistance. If the failure to report the change causes the housing authority to over pay housing subsidy on behalf of the Client in excess of one hundred dollars (\$100.00), the family's section 8 assistance shall be terminated and the family will be given the opportunity for a hearing. If the amount that has been over paid in subsidy is one hundred dollars (\$100.00) or less the family will be issued a letter of termination, which shall include the following language: debt of \$\_\_ must be paid before the effective date of this action. If you fail to pay this debt, this termination shall proceed as stated."

If the participant, while in the Section 8 program, fails to report changes for a second time, within a three (3) year period, which causes a debt of less than \$100.00, on the second termination the participant will not be reinstated, even if the debt is paid. Participant has the option to request a hearing.

If the family does not report the change by the end of the month in which the change occurred (given the ten (10) business days required to report), the family will be determined to have caused an unreasonable delay in the interim reexamination processing.

- Decreased Resident Rent: The change will be effective on the first month following verification of the reported change.

If the participant does not come in during the month the change occurred and comes in at the beginning of the following month, the decrease cannot be retroactive to the first of the month since the decrease was not timely reported.

Form of payment accepted by the JHA will be in the form of a money order or cashier's check.

#### **D. Changes in Family Composition**

All changes in family composition must be reported within ten (10) business days of its occurrence. If this changes the bedroom size the change may be made effective immediately, giving proper thirty (30) day notice. On a case by case basis, a supervisor may approve the bedroom size change to occur at the annual recertification unless the change makes a very overcrowded condition.

If change in family composition that reduced the bedroom size is not reported in a timely manner, the family may be required to sign a repayment agreement for funds expended in excess of that allowed for a proper bedroom size.

Any additions to the household will be evaluated to assess the conduct of the requested additional member. JHA will conduct local and/or national police checks on requested household members to the extent allowable by Florida Law. Additional screening may be conducted on credit, evictions and checks of previous debt to JHA or other PHAs. A NCIC check will be conducted on any additional member request that has resided outside Duval County in the last five (5) years, prior to the request.

## **SECTION XVII – HOUSING QUALITY STANDARDS COMPLAINTS**

### **A. General Policy**

The housing authority will conduct an inspection using Housing Quality Standards and the Jacksonville Housing Safety Codes at least annually.

If the resident complains that the unit does not meet HQS, we will:

- a) Request a statement in writing from the resident to the landlord; copy to the agency
- b) Contact the landlord giving them an opportunity to correct the deficiency ---serious health or safety violations must be corrected within twenty-four (24) to (48) hours; other violations may be given up to thirty (30) days to correct;
- c) Follow up with resident; if deficiency is not corrected, audit inspection will be requested.
- d) Regardless of the type of inspection, a full inspection may be completed anytime an inspector enters the unit .

During the inspection, items that the resident has cited will be noticed; if other fail items are noted during the inspection those items must also be brought into compliance.

Owner complaints caused by resident damages should be resolved by them through the recourse set forth in the lease, including eviction. The housing staff may be asked to counsel with the resident to reinforce owner actions.

### **B. HAP Contract Termination**

If the owner fails to correct the items cited within the deadline given, the housing authority may issue the owner an extension of up to an additional thirty (30) days (except in matters of health or safety issues). Rent will be abated after the first deadline. If the owner fails to complete repairs within the final deadline given, the housing authority may terminate the contract.

If repairs are completed before the effective termination date, the termination can be rescinded if the resident and owner choose to do so. The agreement must be made in writing and submitted to the housing authority.

## **SECTION XIX – TERMINATION AND FAMILY MOVES WITH CONTINUED ASSISTANCE**

### **A. Family Moves**

The housing authority will not issue a new housing voucher, nor honor a Request for Tenancy Approval until the resident has occupied the unit for twelve (12) months. If the family has violated any terms of the certificate or voucher or owes the housing authority money that is not being paid as agreed, a new voucher will not be issued.

If the family does not locate a new dwelling unit to move to, as long as they have approval from their owner (or a mutual rescission is voided), they may continue to reside where they currently are staying. In such case, continued payment to the owner would be determined by status of inspection and/or anniversary date of lease.

### **B. Family Notice to Move**

Families are required to give thirty (30) days notice to the owner, to be in compliance with the lease. Briefing sessions emphasize the family's responsibility to give the owner and housing authority proper written notice of any intent to move. The family must provide the housing authority with written notice prior to vacating the unit.

### **C. Evictions**

The owner shall not evict a family unless the owner complies with the requirements of local and state laws. If an eviction is upheld by the courts, assistance will be terminated for committing a serious lease violation.

When a family receives notice of eviction, they may request a voucher to move. The housing authority will not hold up that request pending outcome of the court eviction. However, the process for a move is followed as usual, including the required 'Moving in Compliance' form completed by the owner.

### **D. Owner Notice to Move**

Owner may only give residents notice according to the Lease or HAP Contract Addendum provisions and state or local law.

## **SECTION XX – DENIAL OR TERMINATION OF ASSISTANCE TO THE FAMILY BY JHA**

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

If the family violates any family obligations under the program.

Families who have committed program abuse or fraud in any federal housing assistance program (this assumes that program abuse or fraud is substantiated and that a Repayment Agreement was not entered into)

Families who are in default of an executed Repayment Agreement; these families may be allowed to remain in the program until a recertification, but would not be allowed to move until a debt is paid to date

Families whose Total Tenant Payment is sufficient to pay the full gross rent and 180 days have elapsed since the last HAP payment

When a preponderance of evidence indicates violent criminal or drug related criminal activity by any family member or guest

If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel

Families whose adult members do not provide their social security information or any other documentation required, within the time required by the housing authority

If a family breaches a repayment agreement to repay funds to the agency

If a family member is convicted of manufacturing or producing methamphetamine (speed) on the premises of the assisted unit in violation of federal or state law. This would be grounds for permanent denial of further assistance

Have a family member who is illegally using a controlled substance or abuses alcohol, or engages in any other criminal activity which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A registered sex offender is permanently barred from participation in the assistance programs.

If the housing authority refuses the resident continued assistance, the resident must be notified in writing and offered an opportunity for an informal hearing. The hearing would take place prior to the termination of assistance.

In the event the resident makes written hearing appeal requests the agency may extend the HAP for an additional month to accommodate the hearing request schedule.

Whenever the housing authority terminates assistance to the family, the housing authority must give both the family and owner a full thirty (30) day written notice, which states:

- The reasons for the termination
- The effective date of the termination

- The family's right to request an informal hearing
- The household's responsibility to pay rent to the owner if it remains in occupancy.

For deceased single member households or a household where the remaining sole member is a live-in-aide, JHA is required to discontinue HAP to the owner no later than the first of the following month after death has occurred. If assistance has already been paid prior to the discovery of the death the agency will initiate action to recover the overpaid HAP from the Property Manager or Owner.

#### **A. Termination for Drug Related or Criminal Activity**

If it has been determined that drug related or criminal activity is cause for termination of assistance, and the family has requested a hearing, the Hearing Officer may consider the following to determine whether or not to reinstate the assistance:

- a) The family member who is responsible for the drug related or criminal offense can be removed from the household with assurances to the agency they will not be allowed to return. The remaining household members may continue to receive assistance. The agency may require documentation that the removed member is housed elsewhere (copy of lease, change of address notification, rehab residency, jail, etc.)
- b) If it is the head of household to be removed to allow continued assistance, the head may elect to give up rights to the assistance to leave it with the household as long as there is another adult family member in the household who was on the lease at the time of termination.
- c) If a guest or visitor to the household or premises is the offender, and the Hearing Officer determines the participant innocent of responsibility, notification will be made to the owner/manager and the participant file. A second circumstance involving guests or visitors will be cause for family termination with no further exception or consideration.

If a family member is removed from the household and that causes a bedroom size reduction, the family will be required to move to a unit of the proper bedroom size within the applicable program they are under, giving proper notice to the owner. (During the initial term of the lease, the bedroom size reduction shall be made on the anniversary date of the lease.)

## **SECTION XXI – REPAYMENT AGREEMENTS**

Repayment Agreements may be executed with families who owe the housing authority money. For example, if a resident because of a verified illness or accident did not report in a timely manner a change they were supposed to report, the housing authority calculates a retroactive payment. There is a minimum payment of ten dollars (\$10) per month required for a Repayment Agreement. If the resident enters into a Repayment Agreement and does not pay, the termination procedures stated in the agency's collection policy would apply.

The housing authority will deny the family continued assistance in another dwelling unit if the family has an outstanding debt which has not been paid as agreed.

If the family has signed a Repayment Agreement to pay money owed to the agency and they breach the agreement, the housing authority will terminate/deny assistance to the family for the breach of the agreement, but only if the family is at one of these points in time:

- Admission
- Approval of lease and/or execution of HAP contract
- Family is required to move from unit (owner preference or bedroom size requirement)
- Annual re-certification

If the family refuses to enter into a Repayment Agreement for money owed the agency, the assistance will be terminated with proper notice given to the owner/manager.

## **SECTION XXII – ANNUAL CONTRIBUTIONS CONTRACT OPERATING RESERVE ACCOUNT AND ADMINISTRATIVE FEE RESERVE ACCOUNT**

An Annual Contributions Contract reserve account is established and maintained in accordance with HUD regulations.

The housing authority may only authorize payments from this account for:

- Housing Assistance Payments
- Allowable fees for housing authority costs of administering the Section 8 Assistance programs
- Other costs specifically authorized or approved by the HUD Field Office

The operating reserve account is credited with earned administrative fees that exceed expenditures for program administration during the fiscal year.

The Board of Directors shall approve any disbursements from the Administrative Fee Reserve Account.

## **SECTION XXIII – HEARING PROCEDURES**

See also the section on pre-application informal review for applicant complaints.

### **A. Definitions**

1. *Housing Authority* is defined as the Housing Assistance Division of the Jacksonville Housing Authority.
2. *Complainant* is defined as any participant/applicant whose rights, duties, welfare or status is or may be adversely affected by an agency action regarding denial, reduction or termination of assistance, and one who files a grievance or complaint with the agency with respect to housing authority denial, reduction or termination of assistance.
3. *Grievance or Complaint* is defined as any dispute with respect to an agency action or failure to act in accordance with the program requirements, or any agency action or failure to act involving interpretation or application of the program's regulations, policies or procedures as it relates to denial, reduction or termination of assistance.

### **B. Right to a Hearing**

Upon filing a written request as provided herein, complainant shall be entitled to an informal hearing/ review for the following:

1. Determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment,
2. Determination of the appropriate utility allowance for tenant paid utilities,
3. Determination that the family is residing in a unit with a larger number of bedrooms, or the JHA's determination to deny the family's request for an exception to these standards,
4. Determination to terminate assistance for a participant family because of a family's action or inaction
5. Determination to terminate assistance because the participant family has been absent in excess of the maximum period permitted by the JHA,
6. Determination to terminate assistance because breach of HQS caused by the family.

A hearing is not required:

1. Discretionary Administrative determinations by the JHA,
2. General policy issues or class grievances,
3. Establishment of JHA schedule of utility allowances for families in the program,
4. JHA determination not to provide an extension or suspension of a voucher term,
5. JHA determination not to approve a unit or tenancy,
6. JHA determination that an assisted unit is not in compliance with the HQS.
7. JHA determination that a unit is not in accordance with HQS because of the family size,
8. Determination by the JHA to exercise or not exercise any right or remedy against the Owner under the HAP contract.

### **C. Procedure Prior to a Hearing**

1. Any grievance or complaint must be presented to the agency office so that the grievance may be informally discussed and settled without a hearing.

2. If the complainant is dissatisfied with the proposed disposition of his complaint, as stated in the official answer, he/she should submit the written request to the agency for a hearing. This written request must be received by the agency within ten (10) business days from the date of the agency action regarding denial, reduction or termination of assistance. The written request for a hearing must be date-stamped and filed in the appropriate agency office.
3. If the complainant does not request a hearing within the time period allowed in subsection above, he/she waives his/her right to the hearing, and the agency's proposed disposition of the grievance will become final.

**D. The Hearing**

1. The parties shall be entitled to a fair hearing before the Hearing Officer and may be represented by counsel or another person chosen as a representative.
2. The hearing shall be private unless complainant requests and the agency agree to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings.
3. Complainant may examine before the hearing, and at his/her expense, copy all documents, records and regulations of the program that are relevant to the hearing.
4. If a complainant fails to appear at the hearing, the complainant has waived his/her right to the hearing.

**E. Decision of the Hearing Officer**

The Hearing Officer will base his determination solely on the preponderance of evidence presented at the hearing. The Hearing Officer may uphold the agency decision or reinstate a participant/applicant. The participant/applicant will be notified of the hearing officer's decision in writing within fourteen (14) business days after the hearing. The hearing Officer's decision shall be final and binding on the agency except in matters in which the agency is not required to provide an opportunity for a hearing or if the agency has determined that the hearing officer has exceeded his authority.

## **Section XXIV – FRAUD INVESTIGATIONS**

NOTE: Payments to owners/managers (and participant, where applicable) will continue during investigations.

### **Fraud**

If a family fails to report an increase in income, the housing authority will determine the amount of money the family would have paid had the information been reported. If it is determined that there was intent to commit fraud, the family may be referred to the State Attorney's Office for prosecution and the assistance will be terminated after reasonable notice to the property manager and resident.

### **Abuse**

If a family fails to report income within the ten (10) business day period, the housing authority will determine the amount of money the family would have paid had the information been reported in a timely manner. If the amount that has been over paid in subsidy is one hundred dollars (\$100.00) or less the family will be issued a letter of termination, which shall include the following language: debt of \$\_\_ must be paid before the effective date of this action. If you fail to pay this debt, this termination shall proceed as stated."

Examples of Abuse may include, but are not limited to the following:

1. Persons without a six (6) consecutive month period employment, becoming employed to increase the amount of the voucher, and then subsequently voluntarily quitting the employment, after the voucher is issued or the family is housed.
2. Obtaining affidavits of financial assistance within six (6) months prior to the issuance of the voucher, so as to increase the amount of the voucher, then after the voucher is issued, or the family is housed, the financial assistance stops.

Once the agency has determined whether failure to report income or other changes is considered fraud or abuse, the following policies will determine action:

1. All cases of suspected or reported fraud by program participants or owners/managers will be investigated by the housing authority staff as soon as possible upon discovery or notification. Suspected fraud cases reported to agency staff, whether by phone or in writing shall be investigated. An attempt will be made to secure written statements of fraud cases reported by telephone; however, whether or not the report is received in writing, it will be investigated by agency staff.
2. Records of all fraud investigations will be maintained in administrative files to be utilized by HAD staff and auditors. A memorandum to participant files stating general information will be placed in the appropriate participant file. Records of owner/manager fraud investigations will be maintained in the administrative files if more than one participant is involved.

**IMPORTANT:** The family will be given an opportunity for a hearing in accordance with federal HUD regulations and guidelines when agency decisions are made.

3. When a family is determined by the agency to have intentionally reported false income or other information necessary to determine the amount of rental assistance to be paid, the family will be terminated from the program at the earliest possible date and may be referred for prosecution. The termination date will give at least thirty (30) days notice to the property manager and the family.

In these instances where fraud has been determined, the family will be suspended from placing an application for a period not to exceed five (5) years. The family will also be required to make full restitution to the agency before they will be permitted to reapply.

4. If fraud investigations reveal that some type of civil action is warranted or if the case needs to be investigated beyond agency capabilities, the case will be forwarded to the appropriate investigative agencies.
  - a. In an effort to prevent both abuse and fraud, the families will be fully informed of their obligations and the result of their failure to follow program rules, verbally and in writing.

**SECTION XXV – PROJECT BASED VOUCHERS**

**A. Voucher Use**

In accordance with the current HUD Project Based Voucher (PBV) rules, the Jacksonville Housing Authority may entertain proposals from qualified developers/owners for assignment of vouchers under the Project Based Voucher program. The availability of these vouchers will be advertised in the Jacksonville newspaper of general circulation and applications for the vouchers used under the PBV will be accepted after thirty (30) days.

**B. Ranking of Applications**

All applications from developers/owners will be accepted for ranking by the JHA thirty (30) days after the date of publication of PBV availability. Each application will be ranked on the basis of a point system set up as follows.

The tie breaker for any applications ranked equally will be how many units are rehabbed or made available for persons with disabilities and large families (four (4) or five (5) bedrooms) with the top ranked application that has the most of either or both of these units.

**C. Project Based Voucher Program**

Proposal ranking factors for rehabilitated or newly constructed units.

<b>Project Based Voucher Program Proposal Ranking Factors</b>		
Project: _____ Owner : _____	Date: _____ Unit Distribution: _____	
<b>1. Amount of Rehabilitation:</b>		
a. \$ 1,000- \$5,000 b. \$5,001- \$10,000 c. \$10,001- \$15,000 d. \$15,001- up	10 points 8 points 5 points 0 points	Points _____
<b>2. Project Size:</b>		
a. 1-20 units b. 21-100 units c. 101-250 units d. 251-up units	10 points 8 points 5 points 0 points	Points _____
<b>3. Previous Successful Experience in Development and Rehabilitation of Low Income Housing:</b>		
a. No Demonstrated Experience b. 1-20 units c. 21-200 units d. 201-up units	0 points 2 points 10 points 10 points	Points _____
<b>4. Previous Successful Experience in Management and Maintenance of Low Income Housing:</b>		
a. No Demonstrated Experience b. 1-20 units c. 21-200 units d. 201- up units	0 points 2 points 10 points 10 points	Points _____
<b>5. Financing and Construction Contract Commitment</b>		
a. No Commitment b. Tentative Commitment	20 points 10 points	

c. Commitment with Contingencies d. Firm Commitment	5 points 10 points	Points _____
<b>6. Neighborhood Improvement Due to Project Rehabilitation:</b>		
a. No Impact b. Slight Impact c. Minor Impact d. Firm Impact	10 points 5 points 2 points 0 points	Points _____
<b>7. HUD- Insured or Co-Insured Project:</b>		
(Add 5 points)		Points _____
<b>8. Resident Services Provided On-Site:</b>		
a. Day Care Facility b. Laundry c. Recreational Activities d. Children's Club (Boy's & Girl's, ect) e. Security Services f. Continuing Education Classes g. On-site Manager h. On-site Maintenance	5 points 5 points 5 points 5 points 5 points 5 points 5 points 5 points	Points _____
<b>9. Proximity to: (within 4 block walking distance)</b>		
a. Public Transportation b. Schools c. Employment Opportunities d. Social Support Services e. Medical Facilities f. Shopping (Commercial & Grocery) g. Laundry	5 points 5 points 5 points 5 points 5 points 5 points 5 points	Points _____
<b>10. Developer will pursue Tax Credit for Low Income Housing:</b>		
(Add 5 points)		Points _____
<b>11. Marketing of Project to Low Income Residents:</b>		
a. Condition of Neighborhood: Poor – (0 points), Fair – (5 points), Good (10 points)		Points _____
b. Landscaping: Poor – (0 points), Fair – (5 points), Good (10 points)		Points _____
c. Unit Size: Small – (0 points), Adequate – (2 points), Excellent (5 points)		Points _____
d. Recreation Equipment: None – (0 points), Adequate – (2 points), Excellent –( 5 points)		Points _____
e. Area Crime Statistics: High – (0 points), Medium – (2 points), Low – (5 points)		Points _____
<b>12. Provision of Accessible and Large Family Units (4 and 5 bedrooms only)</b>		

(Add 10 points)

Points \_\_\_\_\_

**Comments:**

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**Reviewers:**

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## **SECTION XXVI – REASONABLE ACCOMODATIONS FOR PROGRAM ACCESS**

Jacksonville Housing Authority is committed to making certain all citizens have equal opportunity for participation in housing programs. As such, the policies stated will be subordinate to a test of reasonable accommodation to comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and the Americans with Disabilities Act.

When requested, the JHA shall provide reasonable access to those requesting it, so long as it is reasonable.

Where permitted, all requests are subject to funding availability.

Examples of services/changes offered:

1. Providing the hearing impaired accessibility through TTD/TTY machines.
2. Providing a sign interpreter upon request.
3. Conducting home interviews for the elderly or persons with disabilities
4. Extension of voucher.
5. If the funding is available, increase the FMR to 100% percent.
6. Increase the bedroom size.
7. Live-in- Aide

In all cases where a client must read or sign a document, the instruction can be appropriately changed. If a client cannot read or read English, the document may be read and explained to him/her in plain language.

If a client is not sighted, the document may be read.

If a client cannot sign his/her name, a mark may be witnessed when the witness is confident the client understands the document.

In order to provide equal service to all, primary consideration will be given to the requests of an individual with disability for the auxiliary aids needed. This agency may provide an alternative accommodation if it is equally effective in creating two (2) way communication or other accessibility to the program.

If an applicant with a disability has failed to respond to a selection letter for reasons relating to their disability, they may be reinstated and put back on the waiting list with their original date of application. This contact and request must be made within sixty (60) days of the selection.

Any medical verification regarding a disability will be obtained in general terms and be maintained with regard to confidentiality.

If the family meets the definition of disabled, they may request a reasonable accommodation, which will eliminate the barrier to equal participation.

**Section XXVII – MICELLANEOUS**

Combines the certificate and voucher programs. In all cases, regulatory changes will supersede these policies. Where not indicated, the verification procedures are applicable to all Section 8 programs and applicant files.

**Section XXVIII – IMPLEMENTATION OF COST SAVING MEASURES DUE TO HAP SHORTFALL AS A RESULT OF CONGRESSIONAL APPROPRIATIONS ACTIONS**

If the JHA experiences a shortfall in Housing Assistance Payments (HAP) funding as a result of Congressional action thru the Federal Appropriations process, the JHA may implement a series of procedures to ensure that the fiscal solvency of the JHA is maintained while minimizing the impact on participating families.

These procedures may include but not limited to:  
Implementing mass rent-reasonable re-determination

Adjusting the Payment Standard

Requesting HUD authority to adjust the percentage of income a family pays for rent

Not absorbing Portability Clients from jurisdictions with higher payment standards

Rescinding vouchers for a number of families necessary to meet financial obligations of the Section 8 Program. In the event this option is implemented, priority will be given to senior and/or disabled households. Following this exemption, selection will be done by random lottery.

**Terminating Vouchers**

Should HUD provide insufficient funding to support Housing Assistance Contracts (HAP) under the JHA Housing Choice Voucher Program, JHA will immediately implement a plan to bring the expenditure for HAP agreements into compliance with available funds. The following methods will be used to decrease the number of families receiving assistance:

1. Do not enter into contract for turnover units.
2. If not replacing turnover units will not lower the expenditures to meet the funding limitations in a timely manner, JHA will terminate housing assistance contracts selected via a lottery as follows:
  - a. A lottery will be set to ensure fair and unbiased process in selecting Housing Assistance Payments to be terminated.
  - b. Current Housing Choice Voucher participants will be placed in a selection pool.
  - c. The elderly and disabled are exempt from the procedure for withdrawing vouchers for funding deficiencies.

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