

Housing Choice Voucher Program Administrative Plan

Allentown Housing Authority

October 2013

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1. PROGRAM APPROACH AND OBJECTIVES

A. PURPOSE OF THE ADMINISTRATIVE PLAN

This Section 8 Housing Choice Voucher Program Administrative Plan ("Plan") establishes the Allentown Housing Authority's ("AHA" or "Authority") discretionary policies and procedures that will be used in the administration of the Housing Choice Voucher Program in accordance with U. S. Department of Housing and Urban Development ("HUD") requirements. The approaches to program functions contained in this Plan are applicable to admission and continued occupancy in the Housing Choice Voucher Program, unless otherwise noted. The Moderate Rehabilitation Program will be administered in accordance with the approved Moderate Rehabilitation Plan. The Family Self Sufficiency (FSS) Program will be administered in accordance with the approved FSS Plan.

This Housing Choice Voucher Administrative Plan complies with the requirements of Title 24 of the Code of Federal Regulations (CFR) part 982.54. The goals of the Housing Choice Voucher Program are consistent with the City of Allentown's Comprehensive Plan. The AHA operates within the limits of the City of Allentown, Pennsylvania, except for assistance that is administered under the Authority's portability procedures.

B. OVERALL PROGRAM OBJECTIVES

The overall objectives for the Allentown Housing Authority Housing Choice Voucher Program are intended to achieve the following:

1. Provide decent, safe and sanitary housing at affordable cost to very-low income families;
2. Expand housing opportunities in the private rental market;
3. Encourage self-sufficiency of program participants; and
4. Assure compliance with the HUD regulations, Equal Housing Opportunity requirements, and the AHA's policies.

C. STAFFING AND ADMINISTRATIVE RESPONSIBILITY

The Housing Choice Voucher Housing Choice Voucher Program ("HCVP") is administered by the AHA's Housing Choice Voucher Department. The HCVP staff is assigned to perform such duties as application intake; outreach to owners and families; tenant and owner eligibility; leasing/contracting; inspections; and income verification, including reexamination and computation of tenant rent. The Executive Director's designee heads the department.

The AHA Board of Commissioners appoints the Executive Director and is responsible for creating the agency's policies and ensuring that they are followed.

The AHA Housing Choice Voucher Department offices are located at 1339 Allen Street, Allentown, PA 18102. Hours of operation will be posted at the AHA office. Customers are generally seen via scheduled appointment only. The AHA will also post specific times/days when customers may be seen without an appointment. The main telephone number of the AHA is (610) 437-6484.

D. OUTREACH INITIATIVES

1. Family Participation

The AHA will make available information about the benefits of participating in the Housing Choice Voucher Program. Additional marketing targeted to very low-income families will occur as needed to ensure an applicant pool sufficient to support utilization of available and anticipated funding. Marketing may include the publication in local newspapers of general circulation, public announcements, radio advertisements, and/or specific marketing through "minority media".

2. Owner Participation

The AHA will continue to encourage the participation of qualified owners of eligible affordable housing in all areas of its jurisdiction, provide assistance to Housing Choice Voucher families with children to motivate and increase housing choice, and take reasonable action to broaden area-wide housing choice. The AHA's marketing and outreach to owners may include activities such as:

- a. Maintain up-to-date listings of available units, including accessible units, and interested landlords, through the Pennsylvania Housing Finance Agency web site <http://www.pahousingsearch.com/>.
 - a. Landlords may request to be placed on the web site.
 - b. Owners of rental property who contact the Housing Choice Voucher offices will be encouraged to list additional properties on the web site.
- b. Market the program through business meetings with existing owners of Housing Choice Voucher properties, general discussions designed to interest new owner participation, landlord outreach symposiums, and individual meetings.
- c. Participate in a Landlord Fair with other PHAs, HUD, Legal Aid and landlord and tenant speakers.
- d. Provide information about landlord opportunities in the AHA's Housing Choice Voucher Program.
 - a. Landlords' packets are available to provide general program information and to highlight the benefits of participating as a landlord.
- e. Publish advertisements in local newspapers of general circulation, the AHA's web page, public announcements, radio advertisements and/or specific targeted marketing.

E. ELIGIBLE TYPES OF HOUSING

The Housing Choice Voucher Program provides participants with the opportunity to choose affordable private-market housing that meets their needs. The AHA considers single-family residences, duplexes, low-rise and garden apartments, townhouses, manufactured homes and high-rises, as approvable housing types in the Housing Choice Voucher program.

In general, the AHA is not required to permit use of special types of housing in its program. However, the AHA will permit use of any special housing type if needed as a reasonable

accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR Part 8.

F. REGULATIONS GOVERNING THE PROGRAM

The Housing Choice Voucher Program is governed by HUD Handbook 7420.7, where applicable, federal regulations (24 CFR parts 5, 982 and 985), HUD Memos, PIH Notices, HUD guidelines and/or other applicable law. If any amendments to HUD's rules, regulations or guidelines conflict with this Plan, such rules, regulations or guidelines will take precedence.

G. EQUAL OPPORTUNITY REQUIREMENTS

The AHA complies with all applicable federal, state and local nondiscrimination and equal opportunity laws including the Fair Housing Act; Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Executive Order 11063; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. The Housing Choice Voucher Program requires compliance with all equal opportunity requirements imposed by contract or federal law, including the authorities cited at 24 CFR 5.105(a) and Title II of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq.

The AHA's administrative office is accessible to persons with physical disabilities. Hearing impaired individuals may contact the AHA at (814) 676-9315 which is a TTD/TDY telephone number.

Information on housing discrimination will be provided to Voucher holders during briefing sessions and as otherwise needed. If a family claims that illegal discrimination has prevented them from finding or leasing a suitable unit under the Program, the AHA will provide the family with information on how to complete and file a housing discrimination complaint.

Owners of property assisted under the Housing Choice Voucher Program must comply with all federal, state, and local equal opportunity and fair housing laws, including the Fair Housing Act. An owner who violates these laws will be deemed to be ineligible for participation in the Housing Choice Voucher Program and may be subject to prosecution.

H. COMMUNICATION AND WRITTEN NOTIFICATION

When written notification is required from the AHA to an applicant, participant or owner, the AHA may deliver such notification via USPS mail, facsimile, email, text message or other electronic means at the AHA's discretion. The AHA may request that applicants, participants and owners provide email addresses, cellular telephone numbers and fax numbers. The AHA will require a current mailing address be provided and will send written notification via USPS mail when other contact options (e.g. email/fax/text) are not available or the means to receive communication by other delivery mechanisms is not available.

2. ELIGIBILITY AND ADMISSION

A. APPLICANT ELIGIBILITY

Eligible families are admitted to the Housing Choice Voucher Program according to criteria established by HUD and the AHA. Applicant eligibility is verified at the time of selection from the waiting list.

1. Eligibility criteria include

1. Family Composition;
2. Income Limits;
3. Citizenship and eligible non-citizen status;
4. Valid Social Security number
5. Admission criteria relevant to prior history in any HUD-assisted programs; and
6. Criminal History

2. Family definition

A family may be a single person or a group of persons:

1. Regularly living together, related by blood, marriage, adoption, guardianship, evidencing a stable relationship, operation of law; or
2. An elderly family, single person, single pregnant woman with no other children; or
3. A displaced person

Other individuals, including foster children, live-in aides, and members temporarily absent, may be considered to be a part of the family group if they are living or will live regularly with the family.

Temporarily Absent Child:

For the purposes of determining family composition, a temporarily absent child is considered to be part of the assisted household. This provision also is intended to promote family reunification by permitting the family to rent a unit that will be large enough to accommodate the whole family when the absent child returns from foster care.

Live-in Aide:

In addition to family members, a live-in aide may be considered to be part of the household for the care and well-being of one or more elderly or near-elderly persons or persons with disabilities in accordance with 24 CFR 982.316. At any time the AHA will refuse to approve a person as a live-in aide, or withdraw such approval, if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

2. The person commits drug-related criminal activity or violent criminal activity.
3. The person currently owes rent or other amounts to the AHA in connection with Housing Choice Voucher or public housing assistance under the 1937 Act or any debt owed for a previous tenancy in any federally funded housing program.

The AHA will require that the live-in aide sign a certification as to his/her intent in providing necessary supportive services for the family member(s) and will require verification as to the need for a live-in aide. The AHA may deny a request to allow family members of the live-in aide to reside in the assisted unit if such request would result in over-crowding according to HQS standards, create a need for a larger voucher size, and/or the family members do not meet the above criteria.

Joint Custody of Minors:

Minors must reside within the assisted household over 50% of the time to be considered a member of that household. Verification will be required through documentation provided by the court. If a court order is not available, the AHA will require both parents/guardians to provide a notarized statement of the child's residency percentages and a certification that a formal court document does not exist.

3. Income Limits

To be eligible for admission to the Housing Choice Voucher Program, the total annual income for all members of the applicant household family cannot exceed HUD prescribed income limits. Eligibility is determined using the following income categories:

a. Extremely-low-income families (Income Targeting Eligible)

Families whose incomes, at the time of admission, do not exceed 30% of the area median income. Seventy-five percent (75%) of all new admissions to the Housing Choice Voucher Program will be in this category.

b. Very-low-income families

Families whose incomes, at the time of admission, do not exceed the very-low-income limits established by HUD, but are greater than the extremely-low-income limit.

c. Lower-income families

Families whose incomes, at the time of admission, do not exceed the lower-income limit established by HUD and for reasons identified in 24 CFR 982.201 (b) (ii-vi).

4. Citizenship

To receive assistance, an applicant family must have at least one member who is a citizen of the United States or a non-citizen who has eligible immigration status as determined in accordance with 24 CFR part 5 Subpart E. A Declaration of Citizenship Status form must be signed for all family members, including children.

Verification of eligible citizenship status will be conducted when determining eligibility for program participation.

5. Other Criteria

All applicants and participants of the Housing Choice Voucher Program must meet other specific eligibility criteria. The Allentown Housing Authority will deny program assistance to an applicant (or will terminate participation for a participant) if any of the following occurs:

- a. Any member of the family has been evicted from federally assisted housing because of drug-related criminal activity for three (3) years from the date of eviction (24 CFR 982.553 (a)).
- b. Any member of the family has been evicted from federally assisted housing in the past five (5) years (24 CFR 982.552(c)(1)(ii)).
The AHA may obtain verification from HUD Enterprise Income Verification (EIV) system, a public housing authority, ("PHA") or the owner of federally assisted housing if applicable.
- c. Any PHA has terminated program assistance for violation of family obligations or program regulations, including serious violations of the lease, under the Voucher Program by any family member in the past three (3) years. The AHA will obtain verification from EIV and/or the PHA if applicable.
- d. Any member of the family has committed drug-related criminal activity or violent criminal activity within the past three (3) years as defined in 24 CFR 982.4.
The AHA obtains criminal background checks on all adults age 18 and older in the applicant family. Police reports may also be used for verification.
- e. Any family member, in the past three (3) years, has demonstrated a pattern of abuse of alcohol or a pattern of illegal use of a controlled substance that may interfere with the health, safety or right to peaceful enjoyment of persons residing in the immediate vicinity of the residence (neighbors).
If the AHA has reason to believe that a detrimental pattern exists, additional inquiry may be initiated through such resources as police and medical records (if available) to determine if there is a threat to the health, safety, or right to peaceful enjoyment of neighbors.
- f. Any family member has ever been convicted of manufacturing or producing methamphetamine ("speed") on the premises of a federally assisted housing development or unit in violation of any federal or state law. These individuals will be permanently denied admission to the AHA's Housing Choice Voucher Program.
- g. Any family member has committed any fraud, bribery or other corrupt or criminal act in connection with any federal housing program.
- h. The family currently owes rent or other amounts to the AHA or for any previous tenancy in HUD-assisted housing programs.
- i. The family has not reimbursed a PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- j. The family has breached an agreement with the AHA to pay amounts owed to the AHA, or amounts paid to an owner by the AHA.
- k. Any member of the family fails to sign and submit the required consent forms for obtaining information, including form HUD 9886.

- l. Any member of the family has ever engaged in or threatened abusive or violent behavior toward AHA personnel.
- m. Any member of the family has ever been convicted as a sex offender and subject to the lifetime registration with federal, state or local law enforcement agencies.
 AHA will check state records for all adult members of applicant households. These individuals will be permanently denied admission by the AHA.
- n. Any family member fails to meet the eligibility requirements concerning enrollment at an institution of higher education (24 CFR 5.612).
- o. Other reasons as required by HUD regulations or other applicable law.

6. Evidence of Criminal Activity

The AHA will deny assistance to a family based upon drug-related criminal activity, violent criminal activity, or alcohol abuse if the preponderance of evidence indicates that a family member has engaged in such activity, regardless whether the family member has been arrested or convicted. The AHA will use the preponderance of evidence definition in Black's Law Dictionary, which is:

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

7. Victims of Domestic Violence

Per the requirements of the Violence Against Women and the Justice Department Reauthorization Act of 2005 (VAWA 2005) and the Violence Against Women Reauthorization Act of 2013 (VAWA 2013), and as incorporated into the HAP Contract and Tenancy Addendum, the AHA and unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, sexual assault, dating violence, or stalking as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an affiliated individual of the tenant is the victim of the domestic violence, dating violence, sexual assault, or stalking. The VAWA 2013 defines an "affiliated individual" as "a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis, or any individual, tenant, or lawful occupant living in the household of that individual."

If an assisted household member engages in criminal acts of physical violence against family members or others, the AHA may terminate assistance to the offending household member, or an owner/manager may "bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or the AHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under the AHA’s portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

The AHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse, complete the HUD Certification of Domestic Violence, Dating Violence or Stalking. The victim shall provide the name of the perpetrator on the form. In lieu of, or in addition to the form, a victim may provide to AHA:

1. A Federal, State, tribal, territorial, or local police record or court record; and/or
2. Documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence or Stalking within 14 business days of receiving the written request for the certification from the AHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by the AHA, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively “domestic violence”) will apply.

All information provided by the victim to an AHA employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

1. Requested or consented by the individual in writing;
2. Required for use in an eviction proceeding or termination of assistance; or,
3. Otherwise required by applicable law.

8. Eligibility Exceptions

- a. The AHA will not deny admission to the Housing Choice Voucher Program for a family member's drug-related criminal activity if the family member can demonstrate that he/she:
 - 1) Has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such an impairment; and
 - 2) Has recovered from such addiction, does not currently use or possess controlled substances, and:
 - i. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - ii. Has otherwise been rehabilitated successfully; or
 - iii. Is participating in a supervised drug or alcohol rehabilitation program.

- b. The AHA will not deny the admission to the Housing Choice Voucher Program for a family member's drug-related criminal activity, violent criminal activity or alcohol abuse if verification confirms that the family member involved in such activity or abuse no longer resides in the household.

B. APPLICATION PROCESS

1. Application Policy

It is the policy of the AHA to treat all applicants in a fair and consistent manner. All families who are interested in applying for any of the AHA's programs must complete an application when the waiting list is open. Any family who has failed to pay an outstanding balance consisting of uncollected rent and/or miscellaneous charges owed to the Authority or any other federally funded housing program will be permitted to complete an application and be placed on the waiting list. The applicant family is required to provide documentation that the debt has been paid within thirty (30) days of receiving notification of selection from the waiting list and prior to a voucher being offered. Failure to meet this requirement will result in the application being rejected.

2. Requirements to Apply

To participate in the Housing Choice Voucher Program, a family must make application to the AHA using the forms prescribed by the AHA and HUD. Any prospective applicant can obtain an application packet from the AHA Housing Choice Voucher Department during normal working hours. The packet will consist of the following required forms: an application; Release of Information/Privacy Statement (form HUD 9886); AHA Release, Criminal Record Release a Declaration of Citizenship Status form, and any other forms as needed.

Applicants will be required to provide the following information on the pre-application:

- a. Name of all family members
- b. Address, phone number and email address (if available)
- c. Emergency contact and phone number

- d. Social security number for head of household
- e. Date of birth for all family members
- f. Gender for all family members
- g. Elderly/disabled status (in accordance with the definition of “disabled” at 24 CFR 5.403)
- h. Sources of income (e.g. wages, social security, public assistance)
- i. Local preference
- j. Racial or ethnic designation of head of household

Applicants will be informed as to the required location for application submission. The AHA will make special accommodations to assist an applicant with disabilities to complete an application. Applicants who submit applications or related documents that are incomplete and/or unsigned will be considered to be ineligible for placement on the waiting list.

3. Notification of Placement on the Waiting List

Upon receipt of the initial application and the information contained therein, the applicant will receive written notification regarding application status either that the applicant appears to be eligible to participate and will be placed on the waiting list, or the applicant does not meet eligibility criteria.

Notification to applicants not meeting the eligibility criteria, will advise that the applicant does not qualify for admission to the program at this time and the application has been denied. The notification will include the reason for such denial and an explanation of the Informal Review procedures. The applicant will have ten (10) calendar days from the notification date to make a written request for an Informal Review to dispute the AHA's decision.

C. WAITING LIST

1. Waiting List Maintenance

The Housing Choice Voucher Program of the AHA maintains a separate waiting list from its Public Housing Program. Each application is positioned on the waiting list based upon information submitted by the applicant, date and time of application, federal income targeting requirements, and local preferences as defined in this Plan.

Applicants must inform the AHA of any changes to information listed on the application (e.g., address, income, family composition, or preference). Failure to notify the AHA of such changes may result in the applicant's removal from the waiting list in accordance with the Informal Review procedures (see Chapter 12).

It is the policy of the AHA to treat all applicants in a fair and consistent manner. All families who are interested in applying for any of the AHA's programs must complete an application when the waiting list is open. AHA will make special accommodations to assist those applicants who have a disability to complete an application. At minimum, the waiting list will contain the following applicant information:

- a. Applicant name and Social Security Number;

- b. Family unit size (based upon subsidy standards);
- c. Date and time of application;
- d. Qualification for Local Preferences;
- e. Qualification for federal income targeting preference; and
- f. Racial or ethnic designation of head of household.

2. Cross Listing

The Authority will "cross-list" applicants with its Public Housing Program waiting list. If the AHA's waiting list for the Public Housing Program is open when an applicant is placed on the waiting list for the AHA's Housing Choice Voucher Program, the AHA will offer to place the applicant on the waiting list for Public Housing if suitable units are available and the list is open.

3. Opening/Closing of the Waiting List

If the AHA's waiting list is open and it determines there is a sufficient pool of applicants for available program funding, the AHA may stop accepting new applications or may accept only applications meeting specific criteria. If the waiting list is closed and the AHA decides to open the waiting list, the AHA shall provide public notification in local newspapers, minority media and other means as needed. The notification shall include where and when applications will be accepted, and any limitations on who may apply (24 CFR 982.206).

During the period when the waiting list is closed, the AHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

4. Removing Names from the Waiting List

The AHA may remove an applicant's name from the waiting list for any of the following reasons:

1. The applicant requests in writing that his/her name be removed.
2. The applicant has failed to advise AHA of his/her continued interest in the Housing Choice Voucher Program. The AHA requires applicants to notify the Authority of any change in family status or change in mailing address when they occur.
3. The AHA has made reasonable efforts to contact the applicant to determine continued interest but has been unsuccessful. Correspondence mailed to the latest address or emailed to the email address provided will constitute documentation of reasonable effort to contact the applicant.
4. The AHA notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for the assisted housing program.
5. The AHA has made reasonable efforts to contact the applicant to (i) schedule interviews necessary to complete the application process; or (ii) obtain information necessary to process the application, and the applicant has failed to respond;

- a. It is the responsibility of the applicant to attend the scheduled interview. If the applicant cannot attend on the date scheduled by the AHA, the applicant must notify the AHA within ten (10) calendar days to reschedule the interview in advance and in accordance with the AHA's notice requirements.
 - b. If the applicant fails to reschedule or misses two (2) scheduled meetings, the AHA has the right to reject the application and remove the family from the waiting list. Such notification will be in writing and will include a statement of the applicant's right to an Informal Review.
6. The applicant fails to pay an outstanding balance owed to the AHA or any other subsidized program within the time specified.

If an applicant's failure to respond to a request for information or update was caused by his/her disability, the AHA will provide reasonable accommodation to give him/her an opportunity to respond.

5. Change in Preference Status While On the Waiting List

Occasionally, families on the waiting list who do not qualify for a preference at the time of application intake will experience a change in circumstances which qualifies them for a preference. In such instances, it will be the applicant's responsibility to contact the AHA to certify they are eligible for a preference. If eligible, the applicant's position on the waiting list will be by date and time of the original application and preference. The applicant will then be informed in writing, as to how the change in status has affected their place on the waiting list. When the applicant is selected from the waiting list, the AHA will verify the family's eligibility for the preference prior to issuing a Housing Choice Program voucher.

6. Funding Limitations

When funding is not sufficient to subsidize the family unit size of the family at the top of the waiting list, the AHA will not skip the top waiting list family. When sufficient funding becomes available, the family at the top of the list will be admitted if otherwise eligible.

D. SELECTION

The AHA will place families on the waiting list, indicating income targeting requirements, by time and date of application, and by the local preference. Selection from the waiting list will occur and all information on the application will be verified, when the AHA anticipates that a Voucher can be issued within 60 days.

To assure compliance with 24 CFR 982.201 (b) (2), families who meet the requirements of Federal Income Targeting at admission will have a preference over those who do not. Therefore, the waiting list will be divided into two segments: Federal Income Targeting Eligible and Federal Income Targeting Ineligible. Selection will be made based upon the AHA's obligation that 75% of all new admissions to the Housing Choice Voucher Program must meet this income targeting requirement.

Selection will occur by admitting three Federal Income Targeting Eligible families for every Federal Income Targeting Ineligible family. At any time the AHA may, at its sole discretion and without notice, adjust the selection of Income Targeting Eligible families to an amount between 75% and 100% if it has determined that an insufficient number of families whose incomes do not exceed 30% of the area median income are being admitted to the Housing Choice Voucher Program.

E. TARGETING AND PREFERENCES

Eligible applicants will be placed on the waiting list and selected for admission based upon federal income targeting eligibility requirements.

1. Federal Income Targeting

All families whose annual gross incomes do not exceed 30% of the area median income (extremely-low-income) at the time of admission will be considered federal income targeting eligible. Seventy-five percent (75%) of all new admissions to the Housing Choice Voucher Program are required to be in this category. Families who do not meet this income requirement will be placed on the waiting list as federal income targeting ineligible.

Where necessary, a request will be made to HUD by the AHA to establish and implement different targeting standards.

2. Local Preference

Eligible applicants who qualify for a local preference are entitled to be placed on the waiting list and receive a preference in selection for a Housing Choice Voucher. Families, who qualify as local preference holders as defined in this section, will be admitted prior to families who do not have a local preference within either the federal income targeting eligible or federal income targeting ineligible categories of the waiting list.

The AHA has adopted the following local preference:

Victims of Domestic Abuse Preference: (2 points)

Any applicant who is a victim of domestic abuse/sexual assault. Such applicant family will receive a preference upon providing the following information:

- (1) A copy of a police report indicating an act of domestic violence/sexual assault has occurred against the applicant in the six months prior to applying for housing, or
- (2) A copy of a hospital report indicating an act of domestic violence/sexual assault has occurred against the applicant in the six months prior to applying for housing.

In all instances the applicant must be an active client of the Battered Women's Shelter of Allentown, PA and must provide verification of such.

Residency Preference: (1 point)

Any applicant family who qualifies as a resident of the City of Allentown. A resident is defined as a family or single person who lives in, or whose head of household or spouse works in, or has been given a bona fide offer of employment in the City of Allentown. The AHA may use third-party written verification, leases, utility bills, employer records, school records, driver's licenses, voter registration records, property tax records or credit reports, to verify residency.

There is no minimum amount of time that the family must have resided in the City of Allentown to qualify for a residency preference. The use of the residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based upon the race, color, ethnic origin, gender, religion, disability or age of any member of the applicant's family.

F. DENIAL OF PREFERENCE

If an applicant family's preference cannot be verified, the applicant will be notified of the preference denial and given the opportunity to request an informal review. The applicant will be placed back on the waiting list in accordance with this Plan but without the preferential positioning.

G. SPECIAL ADMISSIONS (NON-WAITING LIST SELECTION)

A special admission is the admission of an applicant who is not on the AHA's waiting list or who is admitted without consideration of the applicant's waiting list position. The AHA will admit families as special admissions under the following conditions:

1. If HUD awards funding that is targeted for families living in specified units.
 - a. The AHA will use the assistance for the families living in these units; and
 - b. The AHA will maintain records showing that a family was admitted with HUD-targeted assistance.
2. The AHA will admit a family who is part of a HUD Office of Inspector General ("OIG") witness protection program, provided that the OIG furnishes a written threat assessment that recommends rehousing the family to avoid or minimize a risk of violence against family members as a reprisal for providing information.

H. ELIGIBILITY PROCESS REQUIREMENTS**Attend Scheduled Meetings:**

It is the responsibility of all adult members of the applicant family to attend the scheduled application interview. If the applicant cannot attend on the date scheduled by the AHA, the applicant must notify the AHA to reschedule the interview within ten (10) calendar days.

If the applicant fails to reschedule or misses two (2) scheduled meetings, the AHA has the right to reject the application and remove the family from the waiting list. Applicants will be notified in writing if the application is rejected for this reason and advised that they may

request an Informal Review. If the applicant is removed from the waiting list because the applicant's failure to respond was due to a verified disability, the AHA will reinstate the applicant to his/her former position on the waiting list.

Provide All Required Forms and Information:

It is the family's responsibility to provide all required information and fully complete necessary forms. All adult members must sign the Release of Information form and the HUD Debts Owed to Public Housing Agencies and Terminations form, in order for the application to be considered complete. When the AHA determines additional information is required from the family to complete the eligibility process, the applicant will have ten (10) calendar days from the date of AHA's request to comply and return the information.

If the AHA does not receive a response to this request within the specified time, the applicant will be notified in writing that the AHA may remove the applicant from the waiting list and that the applicant may request an informal review of the AHA's decision.

3. VERIFICATION, INCOME AND DETERMINATION OF TTP

The AHA is required by HUD regulations to verify information pertaining to the Total Tenant Payment/Family Share (income, assets, expenses, and deductions) and factors of eligibility, including family composition and preferences. Applicants and program participants are required to provide income and family composition information to the AHA truthfully and completely. The AHA uses written verification whenever possible to determine eligibility and income-based rent calculations to maintain program integrity and efficient use of limited housing resources.

The AHA determines what constitutes adequate and credible documentation and verification. If AHA staff have doubts about the veracity or reliability of information received, they will pursue alternative methods until they are satisfied that the documentation is the best available. This Chapter details the AHA's procedures for conducting verifications, and explains what information must be verified, acceptable forms of verification, the duration of an acceptable verification, and file documentation.

A. ITEMS REQUIRING VERIFICATION

During initial intake and recertification, all applicants and participants will be advised that the AHA has the ability to verify their income information electronically and that it is imperative that they fully disclose all sources of income to AHA on the application. Families shall be informed that by signing the application they are stating that the information provided is accurate and complete and that failure to accurately report their information is cause for denial of assistance or cancellation of assistance. The information provided is considered a self-declaration and will be verified by the AHA. Items requiring verification include:

1. All income not specifically excluded by the regulations
2. Full-time student status including High School students who are 18 or over
3. Current assets including assets disposed of for less than fair market value in preceding two years
4. Child-care expense where it allows an adult family member to be employed or to further his/her education
5. Total medical expenses of all family members in households whose head or spouse is elderly or disabled
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed
7. Disability for determination of preferences, allowances or deductions
8. Legal Identity
9. U.S. citizenship/eligible immigrant status
10. Social security numbers for all family members who have been issued a social security number
11. Preference status
12. Family Composition
13. Verification of Reduction in Benefits for Noncompliance

B. THE FAMILY'S ROLE IN THE VERIFICATION PROCESS

The family is required to disclose Social Security Numbers for all members and report all sources of income and family composition.

Adult family members will be required to sign:

HUD form 9886, Release of Information/Privacy Act form;

HUD Debts Owed to Public Housing Agencies and Terminations form; and

Other verification request forms (as needed) that request specific types of information from various sources when information is needed that is not covered by the HUD 9886.

When requested, families must provide documentation, self-certifications, and/or notarized statements regarding income or composition.

Family refusal to cooperate with the verification process will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign the relevant consent forms.

C. METHODS OF VERIFICATION [24 CFR 982.516]

The AHA will verify information through at least one of the following methods of verification using:

Upfront Income Verification (UIV)

Third-Party Written Verification

Third-Party Oral Verification

Self-Certification

The AHA will attempt the highest level of verification before going to the next method. The AHA will document the file as to why third party written verification was not used.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance.

For program participants, verifications are valid for 120 days from date of receipt. The AHA will allow enough time to conduct the verification process so that reexaminations can be completed in a timely manner.

Verification Hierarchy

Level	Verification Type	Reliability Ranking	Description
6	Upfront (UIV) HUD EIV	Highest (Mandatory)	Data from EIV <i>Income Report</i> . Is used primarily as a comparison to other verification information and NOT used in calculations <u>except</u> in the case of SS and SSI.
5	Upfront (UIV) – Non-HUD System	Highest (Highly Recommended)	Data received through an independent source that systematically and uniformly maintains income information in computerized form. Information obtained from UIV can be used in calculations without additional documentation. UIV sources include The Work Number,
4	Written Third Party Documents Tenant- provided	High	An original document generated by a third party source such as paystubs, a payroll record, a print out of welfare or unemployment benefits, an award letter, bank statements, employer letter, child support payment stubs, etc. These documents may be accepted even if provided by the tenant.
3	Written Third Party Form (Requests)	Medium-Low	Verification form mailed, faxed, or emailed directly from staff to third party source and returned by source.
2	Oral Third Party	Low	Phone call by staff to third party source following up on a Written Third Party form. Attempts and information gathered must be documented in the file.
1	Tenant Declaration	Low (Use as a last resort)	Statement of reported income and/or expenses signed by applicant or participant in the form required by AHA. File must document attempts and reason why a higher form of verification was not possible

Upfront Income Verification (UIV)

UIV is the verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in a computerized form for a number of individuals. State or local government databases that the AHA accesses may be considered UIV. UIV sources may include:

1. Enterprise Income Verification (EIV)

The AHA will utilize HUD's Enterprise Income Verification (EIV) system as a UIV tool:

For Applicants: To identify debts owed and termination from assisted housing programs.

For Participants: To view employment information, wages, unemployment compensation, and social security benefit information of program participants. The use of EIV will help the AHA identify income discrepancies and tenant under reporting of income.

Information from EIV reports may only be viewed by the household member for whom the report is generated. Upon review of their EIV information, household members are required to indicate their agreement or dispute with EIV information.

2. State systems for the Temporary Assistance for Needy Families (TANF) program
3. State wage information collection agencies (SWICAs)
4. Credit Bureau Association (CBA) credit reports
5. Internal Revenue Service (IRS) Letter 1722
6. Private sector databases (e.g., The Work Number)

Third-Party Written Verification

Third-party verification is used to verify information directly with the source.

Tenant-Provided Documents:

A third-party verification is an original or authentic document generated by a third party source. HUD has determined that such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents.

The AHA will use tenant-provided documents together with EIV whenever possible to determine income and reduce the administrative burden and lesser reliability of other types of verification. When there is a substantial discrepancy (more than \$2,400 difference in annualized income) between tenant-provided documents and EIV, the AHA will attempt to gain clarification of the discrepancy and request written third-party documentation.

The AHA may also review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the AHA cannot readily anticipate income such as in the cases of seasonal employment, unstable working hours and suspected fraud.

Third-Party Written Verification Forms:

The AHA will also use third-party written verification forms when tenant-provided documents are not available, questionable, or insufficient. Forms will be sent and returned via first class mail, facsimile, or email, directly to the source. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

The AHA will accept verifications in the form of computerized printouts delivered by the family from employers, banks and official agencies such as:

Social Security Administration

Veterans Administration

Welfare Assistance

Unemployment Agency

City or County Courts

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to document the verification, noting with whom they spoke, the date of the conversation, and the facts provided. If provided by telephone, the AHA must originate the call. If oral third party verification is not available, the AHA will compare the information to any tenant declarations provided by the Family.

Tenant Declaration

When verification cannot be made by third-party verification, families will be required to submit a self-certification. Self-certification means a notarized statement or affidavit made under penalty of perjury. The tenant file will contain documentation of why third party verification was not used.

Citizenship Verification

If the Declaration of Citizenship/Eligible Non-Citizen Status indicates that verification must be done, the AHA will request information from DHS. This information will be requested first through the "SAVE" procedure, then secondary verification if "SAVE" does not verify eligible status. Verification of citizenship is performed prior to admission for each household member and when a new member joins an existing participant household.

A household must have at least one member who is a citizen or has eligible immigration status to participate in the program. Households who are otherwise eligible to receive assistance and who have both eligible and ineligible members will be offered assistance on a pro-rata basis in accordance with HUD Handbook 7465.7. Failure to accept pro-rated assistance will result in denial of assistance and the family will be removed from the waiting list.

In the event the family is ineligible due to non-citizen status, the AHA will notify the family in writing of ineligibility. The notification will inform them of their right to a Department of Homeland Security (DHS) appeal and/or AHA Informal Hearing and other applicable requirements of 24 CFR 5.5.

D. INCOME, ASSETS, & INCOME EXCLUSIONS

1. Income and Assets

For the purpose of determining tenant rent and assistance payments in the Housing Choice Voucher Program, income is considered to be the annual income of all family members, monetary or not, which go to, or are on behalf of, the family, head or spouse, or any other family member; or are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and as defined in 24 CFR 5.609. This definition includes income earned on tangible and intangible asset(s) held by any family member, such as interest, dividends, and other net income of any kind from real or personal property.

Certain income will be excluded when determining annual income of the family. The AHA will exclude from its annual income determinations those amounts identified in 24 CFR 5.609(c) and provide allowances and exclusions for amounts established by HUD:

Allowances:

1. An elderly or disabled family where the head or spouse is at least 62 years of age or a person with disabilities will received a \$400 household allowance
2. Medical expenses for elderly or disabled families
3. Auxiliary apparatus and attendant care expense for a member of the family who has a disability
4. Child care expenses
5. Dependent allowance of \$480 for each family member who is a minor, full-time student, or a person with disabilities.

Exclusions:

1. Earned income of minors
2. Income of an eligible live-in aide
3. Other amounts as defined in 24 CFR 5.609(c)

E. TOTAL TENANT PAYMENT AND MINIMUM RENT

1. Total Tenant Payment

The AHA will calculate the Total Tenant Payment ("TTP") of all participants in the Voucher Program in accordance with 24 CFR 5.628. The TTP is used to calculate the family share and Housing Assistance Payment in the Voucher Program.

2. Minimum Rent

The AHA requires that each family who participates in the Voucher Program pay a minimum rent of fifty (\$50.00) including utilities. In cases of family hardship, the AHA will grant an exemption from the minimum rental amount for any of the following:

1. The family has lost eligibility for, or is awaiting an eligibility determination for, a federal, state or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled for public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
2. The family would be evicted as a result of the imposition of the minimum rent requirement;
3. The income of the family has decreased because of changed circumstance, including loss of employment;
4. A death in the family has occurred; or
5. Other valid reason approved by the AHA on a case-by-case basis.

Families will be eligible for the hardship exemption only if the hardship is reported in writing to the AHA. The AHA will exempt the family beginning the month following the month in which the exemption was requested. Verification will be conducted and the AHA will determine eligibility based upon the above listed factors and HUD regulations.

3. Utility Allowances

A Utility Allowance Schedule will be developed by the AHA for the Voucher Program. This Utility Allowance Schedule will be calculated using actual rates and average consumption estimates provided by the local utility companies. These allowances will be reviewed annually. New allowances will be issued whenever rates have been increased or decreased by at least 10% cumulatively.

For utilities paid by the family, the AHA will include a utility allowance in the calculation of the family's share of rent.

4. Utility Assistance Payments

The AHA will pay directly to the tenant family any amount by which the housing assistance payment exceeds the rent to owner. A Utility Assistance Payments ("UAP") check will be issued at the same time as the normal disbursement of the Housing Assistance Payments checks that occurs at the beginning of the month.

4. BRIEFINGS AND VOUCHER ISSUANCE

A. BRIEFINGS

1. Family Briefing

When a family is to be issued a Voucher, they are required to attend an oral briefing session. The briefing will be conducted either in group sessions or individually.

The briefing will include information on how the Housing Choice Voucher Program works, family and owner responsibilities, and where a family may lease a unit inside or outside the AHA's jurisdiction. At the completion of the briefing, applicants will be issued a Voucher.

2. Briefing Packet Information

The applicant will be provided with the following:

1. A Voucher packet containing items required by 24 CFR §982.301 (b)
2. Website: www.pahousingsearch.com which provides a current list of available units and interested landlords
3. Requirements to reporting changes in family income and circumstances
4. The HUD brochure, A Good Place to Live
5. Procedures for notifying the AHA of Program abuses, such as illegal side payments or other overcharges
6. Explanation of portability and information on neighboring PHAs

3. Scheduling of Briefing

Applicants who do not appear for their scheduled appointment for the briefing are required to contact the AHA to reschedule. Applicants who fail to reschedule within the required time from and/or to attend two (2) scheduled briefings will be considered to be ineligible and will be removed from the waiting list. The applicant will be notified of his/her removal and be given an opportunity for an Informal Review.

4. Expanding Housing Opportunities

The Allentown Housing Authority includes with each briefing packet a Housing Resource list that includes the names and telephone numbers of landlords who are offering housing units throughout Allentown including accessible units. The list also includes the names of organizations that help families find housing. Portability instructions and a list of nearby Housing Authorities also are part of the briefing packet.

The AHA will maintain a file of Request for Tenancy Approval (Request for Tenancy) Forms that were disapproved because the rent exceeded the affordability requirement and/or failed the rent reasonableness test. Staff will review this file annually to check for

any significant evidence of families' inability to find affordable housing in certain areas. If evidence is found that warrants a request for an exception rent area, the Authority will seek approval from HUD for an area exception rent.

The AHA will assist families in negotiations with owners and provide any other recommendations relative to the families' needs for housing.

B. FAMILY OBLIGATIONS

The Voucher Program family must comply with the obligations described in 24 CFR 982.551 as identified in their signed Housing Choice Voucher, and as listed herein:

Supplying Required Information:

1. The family must supply any information that the AHA or HUD determines is necessary in the administration of the Program.
2. The family must supply any information requested by the AHA or HUD for use in a regularly scheduled reexamination or interim examination of family income and composition in accordance with HUD requirements.
3. The family must supply and verify social security numbers, and must sign and submit consent forms, in accordance with 24 CFR part 5 subpart B.
4. Any information supplied by the family must be true and complete.

HQS Breach Caused by the Family:

1. The family is responsible for an HQS breach caused by the family as described in 24 CFR 982.404(b).

Allowing PHA Inspection:

1. The family must allow the AHA to inspect the unit at reasonable times and after reasonable notice.

Violation of Lease:

1. The family may not commit any serious or repeated violation of the lease.

Family Notice of Move or Lease Termination:

1. The family must notify the AHA and the owner before the family moves out of the unit or terminates the lease upon notice to the owner.

Owner Eviction Notice:

1. The family must promptly give the AHA a copy of any owner eviction notice.

Use and Occupancy of the Unit:

1. The family must use the assisted unit for residence by the family, and the unit must be the family's only residence.
2. The composition of the assisted family residing in the unit must be approved by the AHA.
3. The family must promptly notify the AHA if a family member no longer resides in the unit.
4. If the AHA gives approval, a foster child or a live-in aide may reside in the unit.
5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

Absence From Unit:

1. The family must supply any information or certification requested by the AHA to verify that the family is living in the unit, or relating to the family's absence from the unit, including any requested information or certification regarding the purposes of family absences.

Interest in Unit:

1. The family must not own or have any interest in the unit.

Fraud and Other Program Violation:

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

Crime by Family Members:

1. The members of the family may not engage in drug-related criminal activity or violent criminal activity.

Other Housing Assistance:

1. An assisted family, or any member of the family, may not receive Housing Choice Voucher tenant-based assistance while receiving another housing subsidy, for the same unit, or for a different unit under any duplicative federal, state or local housing assistance program.

C. SUBSIDY STANDARDS (24 CFR 982.402)

The AHA uses the family unit size to determine the maximum rent subsidy for the assisted family. It is up to the family to locate a suitable unit and make decisions about which family members occupy which bedrooms or living/sleeping areas. The family unit size indicated on the Voucher issued to the family will be based on the following subsidy standards criteria.

1. The subsidy standards must provide for the smallest number of bedrooms needed to house the family without overcrowding.
2. The subsidy standards must be consistent with space requirements under the housing quality standards which require the unit have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping area. (24 CFR 982.401)
3. A child who is temporarily placed in foster care will be considered to be a member of the family household.
4. An unborn child will be considered in determining the family unit size.
5. Any live-in aide approved by the AHA to reside in the unit to care for a family member who is disabled or at least 50 years of age will be permitted a separate sleeping room.
6. The family unit size for a single person must be either a zero or one-bedroom unit; an exception will be made if a live-in aide resides in the unit (see #5 above).
7. The AHA may grant an exception to its established subsidy standards if it determines the exception is justified by the age, sex, health, handicap or relationship of family members or other personal circumstances. Exceptions may be granted at the discretion of the Executive Director or designee.

The AHA will use the following standards in determining the family unit size on the voucher:

Family Unit Size (Number of Bedrooms)	Number of Persons	
	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10
6	9	12

A family who chooses to lease a unit with fewer bedrooms than that listed on the family's Voucher may do so provided the unit size meets Housing Quality Standards which permit a maximum of two persons per living or sleeping room in a unit.

Over Housing/Under Housing:

The family's Voucher size will be changed only at annual recertification or when the family requests a Voucher to permit the family to move to a new unit after the first year.

An over-housed family is one whose currently issued voucher size exceeds the appropriate subsidy size for the number of household members. Over-housed families will be issued an appropriate voucher size at the times stated above and may elect to move to a less

expensive unit if the family determines it cannot afford its existing unit at the reduced voucher size calculation.

An under-housed family is one whose number of household members exceeds the maximum subsidy size and/or HQS maximum. Under-housed families will be issued an appropriate voucher size and required to move to suitable sized unit.

D. VOUCHER TERM

Initial Term:

The initial term of a Voucher is for a sixty (60)-day period within which the family must submit a Request for Tenancy Approval.

Extensions:

At its discretion the AHA may grant a family a thirty (30)-day extension of the initial term for the following reasons:

1. The family has demonstrated a reasonable effort to locate suitable housing during the initial term without success.
2. The family has submitted a Request for Tenancy Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.

The AHA may extend the term for an additional thirty (30) days (total of 120 days) for the following special conditions:

1. Extenuating circumstances such as hospitalization, family emergency, etc., that affected the family's ability to locate an acceptable unit within the initial term but are not expected to affect their search during the additional period.
2. The family requires an extension because of the disability of a family member; or
3. Other special circumstances with the approval and at the discretion of the Executive Director or designee.

E. VOUCHER PORTABILITY

The term "portability" refers to the process of leasing a dwelling unit with tenant-based housing voucher assistance outside of the jurisdiction of the PHA that initially issues the family its voucher (the initial PHA). Voucher holders (with the exception of non-resident applicants) and participating families have the right to receive tenant-based voucher assistance in accordance with program requirements to lease a unit outside of the initial PHA jurisdiction. The family may lease a unit anywhere in the United States provided the area is in the jurisdiction of a PHA with a tenant-based voucher program.

The AHA will adhere to the program regulations covering where a family may move and the responsibilities of the initial PHA and the receiving PHA (the PHA with jurisdiction over the area to which the family moves) found at §982.353 through §982.355, and applicable HUD PIH notices.

Incoming Vouchers:

The AHA will accept families who have valid Vouchers from another Housing Authority's jurisdiction. The AHA will have the discretion to bill initial PHAs for the incoming portable Vouchers or to absorb them into AHAs voucher program. The AHA, as "receiving housing authority," may grant extensions in accordance with this Administrative Plan arrangement.

Outgoing Vouchers:

At the time of initial issuance or after completing the initial lease term in the AHA's jurisdiction, a family may elect to use its voucher to move to another PHA's jurisdiction. This is referred to as "porting out". A family wishing to port out must inform the AHA of the area to which the family wishes to move and the AHA will contact the PHA with jurisdiction in that area. The AHA will determine for applicant families, whether the family is income eligible in the PHAs jurisdiction where it wishes to move and will inform the family if it is not income eligible for that jurisdiction. Existing participant families are not subject to the income eligibility determination.

Denying Family Requests to Move Under the Portability Procedures:

The AHA may deny a family's request to move under portability for any of the following reasons:

1. The PHA has grounds to deny the move because of the family's action or failure to act as described in 24 CFR 982.552 or 982.553.
2. The family is a non-resident applicant, or the family was a non-resident applicant that has not yet been assisted in the initial PHA jurisdiction for twelve months since being admitted to the program.
3. The family is an applicant and is not income-eligible in the area in which they wish to initially lease a unit.
4. The PHA has established policies on the timing and frequency of moves and the requested move does not comply with those policies.
5. The PHA does not have sufficient funding for continued assistance to support the move.

The AHA may make exceptions to these provisions in complying with VAWA 2005 and VAWA 2013. The AHA also has the right to waive the 12-month residency requirement so that a family may move to a location of their choice so long as the receiving PHA agrees.

The AHA will notify families in writing of the decision to deny the request to move under portability.

Denying Portability Moves Due to Insufficient Funding:

In some instances, housing costs and payment standards are higher in other PHA jurisdictions than those in the AHA's jurisdiction. In these situations, if the receiving PHA does not wish to absorb the family into its own program, and intends to bill the AHA, there is a possibility that the AHA may NOT have sufficient funding to support the assistance payment in the "higher cost" jurisdiction.

The AHA may only deny a request to move to a higher cost area in accordance with §982.314(e)(1) if the AHA is unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments. A "higher cost area" is defined as an area where a higher subsidy amount will be paid for a family because of higher payment standard amounts or "more generous" subsidy standards (e.g., the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroom voucher from the initial PHA). Before denying the family's request to move due to insufficient funding, the AHA must contact the receiving PHA and confirm that the receiving PHA will not absorb the family. If the receiving PHA is willing to absorb the family, the AHA will not deny the portability move.

If a family's request to move due to insufficient funding is denied and the AHA subsequently determines within 30 days of the denial that sufficient funding has become available, the AHA will notify the family in writing. The family will be provided 10 (ten) calendar days to advise the AHA if it wishes the request to move be processed.

5. APPROVAL OF TENANCY

A. REQUEST FOR APPROVAL TO LEASE A UNIT

The family must submit to the AHA a Request for Tenancy Approval form signed by both the family and owner, along with a copy of the proposed lease. Both documents must be submitted during the term of the Voucher.

B. TENANCY APPROVAL DETERMINATION

When the family submits a completed Request for Tenancy Approval form and a copy of the lease, the AHA will complete the following before entering into a Housing Assistance Payment contract for the requested unit:

1. Determine if the lease can be approved and includes the Tenancy Addendum
2. Determine if the rent is reasonable and within applicable limits
3. Negotiate the rent, if required
4. Determine if the unit is affordable for the family (the family's share does not exceed 40% of income)
5. Determine compliance of leasing to family members
6. Determine if the property and landlord are eligible to participate in the Housing Choice Voucher Program
7. Determine if the rental unit has been registered with the City of Allentown, as required by the City, and has passed city inspection
8. Determine if the unit is free of any outstanding violations with the City of Allentown
9. Inspect and approve the unit for HQS
10. Advise the landlord/owner of his/her responsibility to screen the prospective tenant as the AHA has not screened the family's behavior or suitability for tenancy
11. Provide the following information to the landlord/owner:
 - a. The family's current address
 - b. The name and address (if known to AHA) of the landlord of the family's current and prior addresses

C. ADDITIONAL DOCUMENTATION

House Rules of the owner may be attached to the lease as an addendum.

Owners will be requested to file a change of address with the Housing Choice Voucher department when applicable.

D. DISAPPROVAL OF OWNER

The AHA will refuse to enter into a HAP contract with an owner when:

1. The AHA has been informed (by HUD or otherwise) that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24

2. Directed by HUD in accordance with 24 CFR 982.306(b)
3. The owner is the parent, child, grandparent, grandchild, spouse, sister, or brother of any member of the family, unless the AHA approves a reasonable accommodation for a family member who is a person with disabilities.

The AHA may deny approval to lease a unit from an owner for any of the following reasons:

1. The owner has violated obligations under a HAP contract
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
3. The owner has engaged in any drug-related or violent criminal activity
4. The owner has a history or practice of non-compliance with HQS for units leased under Housing Choice Voucher or with applicable housing standards for units leased with project-based Housing Choice Voucher assistance or leased under any other Federal housing program
5. The owner has a history or practice of renting units that fail to meet state or local codes
6. The owner has a history of failing to terminate tenancy of families who threaten the health or safety of other residents, managers, AHA employees; who disturb the peaceful enjoyment of others residing in the immediate vicinity; or who engage in drug-related or violent criminal activity
7. The owner has failed to pay or has failed to certify to the payment of county, school, or city taxes, and/or assessments on municipal services

In this Administrative Plan, the term "owner" includes any principal or other interested party.

E. PAYMENT STANDARDS

The AHA establishes payment standards based upon the HUD published Fair Market Rents for the Allentown area. The AHA payment standard is based on a "basic range" which is between 90% to 110% of the 40th percentile FMR and is reviewed annually at the time new Fair Market Rents are published by HUD. The AHA will revise the payment standards as necessary to ensure that families are able to find and lease a variety of units in a variety of neighborhoods with the maximum subsidy permitted by use of the payment standard in effect.

F. EXCEPTION PAYMENT STANDARDS

Subject to HUD approval, the AHA may designate an area (or areas) in its jurisdiction as an "exception area". Exception Payment Standards, if utilized, will be greater than 110%, but no more than 120% of the existing FMRs as established by HUD. In approving tenancies with higher payment standards in exception areas, the rents may be limited by rent reasonableness as described in section G of this chapter.

The AHA may request, and HUD may approve, an exception payment standard amount if required as a reasonable accommodation for a family that includes a person with disabilities. Such cases will be considered on an individual basis.

G. REASONABLE RENT DETERMINATIONS

The AHA will make a determination as to the reasonableness of the rent the owner is proposing in relation to comparable units in accordance with 24 CFR 982.507, in the following instances:

1. When units are initially leased
2. Before any increase in rent to owner
3. When a 5% decrease in the FMR occurs
4. If directed by HUD

The AHA will determine and document the reasonableness of rent for the requested unit by comparing the proposed rent to three comparable unassisted units. If three comparable unassisted units cannot be located due to local rental market size, one unit will be sufficient to support the AHA's rent reasonableness determination.

When determining rent reasonableness, the AHA may also consider previous rent charged on requested unit.

For initial voucher tenancies, the AHA will:

1. Provide guidance and advice to the family on whether the rent is reasonable and the unit is affordable.
2. Assist the family in negotiating the owner's rent if requested by the family.
3. Not approve any new lease where the family will pay an amount for rent that exceeds 40% of the family's monthly adjusted income (except as provided by HUD).
4. Use the rent reasonableness determination to disapprove owner rents.

H. SECURITY DEPOSIT REQUIREMENTS

The owner may collect a security deposit at their discretion. However, the AHA prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Generally, the AHA considers a security deposit equal to one month's rent to be the acceptable private market standard or practice.

When the tenant vacates a dwelling unit, the owner, subject to state or local law, may use the security deposit, including any interest thereon, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

I. SEPARATE AGREEMENTS ACCEPTABLE TO THE AHA

Families are permitted to pay extra charges for additional amenities that are not included in the same rent for other units in the building or in other comparable apartments or houses (e.g., washer/dryer, use of parking facilities or furniture). Copies of all agreements for special charges or services must be submitted to the AHA in writing for approval. The AHA will review the agreements to determine whether they are acceptable and reasonable.

Nonpayment of extra charges from separate agreements may not be considered a violation of the lease covered under the HAP contract.

6. HOUSING QUALITY STANDARDS

The owner must maintain the unit in accordance with Housing Quality Standards (24 CFR 982.404 (a)). The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible (24 CFR 982.404 (b)).

A. HOUSING QUALITY STANDARDS APPROACH

In accordance with 24 CFR 982.401, the AHA will conduct inspections for Housing Quality Standards compliance prior to initial tenancy approval and at least annually thereafter, during the term of the lease. Additional inspections may occur if deemed to be necessary by the AHA or at the request of the landlord or family. Quality control inspections will be conducted by the AHA as well.

The AHA will maintain inspection records in accordance with HUD requirements.

When Housing Quality Standards deficiencies are noted, timely corrective action is required to correct or repair the deficiencies. Enforcement of HQS may include abatement of assistance payments to an owner, the termination of the HAP Contract for violating its terms, and/or termination of participation in the voucher program. An initial HAP Contract will not be executed by the AHA before the unit passes inspection.

Generally, one re-inspection to confirm that deficiencies have been corrected will be allowed. Depending on the types and number of cited deficiencies, owner history of consistent program compliance and satisfactory repairs, and other factors, the AHA may, at its discretion, accept an owner self-certification of repairs in lieu of conducting a re-inspection. The AHA may request that the owner also provide evidence of repairs (e.g. third-party invoices). The AHA will advise the owner when a self-certification and evidence of repairs will be accepted, and the timeframe in which the self-certification must be submitted, either within 30 days for non-emergency fail items or within 24 hours for emergency fail items.

The AHA may contact the tenant and/or conduct an inspection to confirm that repairs have been made and the unit meets HQS when an owner self-certification has been provided.

B. VARIATIONS TO HQS

In addition to Housing Quality Standards, the AHA requires functioning smoke detectors be present for each bedroom or room used for sleeping. It is the family's responsibility to maintain charged batteries at all times, in all smoke detectors that use batteries for either a primary or secondary source of power.

The AHA recommends rental units have the following:

1. Carbon Monoxide Detectors

- a. Carbon monoxide detectors for each unit installed in accordance with the manufacturer's recommendations.

2. Heating System Certification

- a. The owner should obtain certification that the heating system has been serviced and is in safe operating condition.

C. INITIAL INSPECTIONS

Inspections will be conducted prior to a family's leasing of a unit under the Housing Voucher Program. Once a family submits a Request for Tenancy Approval ("RFTA"), the AHA will promptly process the request, and the inspector will schedule an appointment with the owner and/or family to occur within fifteen (15) days of the RFTA submission. The RFTA must be properly completed and signed by both the family and owner before the AHA will process the request and inspect the unit.

During the inspection, the inspector may provide the owner with general information about the Housing Choice Voucher Program or specific information pertaining to HQS.

Immediately following a "failed" initial inspection, the AHA will issue to the owner of the property, a notice of the deficiencies and a time limit for correction. The owner generally will be given up to thirty (30) days to correct the deficient item(s). The AHA's Executive Director or designee may approve a reasonable extension of time depending upon the extent or scope of work required or weather conditions that prohibit remediation. In all cases, the owner will be encouraged to correct the deficiencies in a timely manner. The deficiency notice will instruct the owner to contact the AHA after all cited deficiencies have been corrected.

After the expiration date of the deficiency notice (or any approved extension thereof), the request for tenancy approval (RFTA) will automatically be denied. Provided that time remains on their Voucher, the family may submit another Request for Tenancy Approval for the same unit or for another unit. Only one Request for Tenancy Approval form may be submitted at a time.

D. ANNUAL INSPECTIONS

Each unit under the Housing Choice Voucher Program will be inspected at least annually to ensure continued compliance with Housing Quality Standards and/or any approved local variances.

The AHA maintains an accurate report of all units in its Housing Choice Voucher Program, which includes HAP Contract anniversary dates by month and last inspection dates to ensure inspections for each unit are scheduled in accordance with HUD requirements.

Immediately following a "failed" annual inspection, the AHA will issue to the owner of the property a notice of the deficiencies and a time limit for correction.

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification.

For non-emergency items, repairs must be made within 30 days.

An extension beyond 30 days may be approved at the Executive Director's/designee's discretion and be noted in AHA's records.

Due to unpredictable weather during the months of November through March, the AHA may allow the landlord to delay correcting exterior deficiencies that exist in such areas as painting and concrete. The AHA will take into account the severity of the deficiency in making a determination to approve an extension of time. All work must be completed by May 31 of the given year.

E. SPECIAL INSPECTIONS

Special inspections are conducted by the AHA in response to complaints, as follow-up to owner self-certification of repairs, and to monitor inspection quality.

Complaint:

The owner and tenant family are expected to make every effort to address complaints and coordinate repairs under the terms of the lease to avoid the need for a special inspection by the AHA. If an owner or family complains that an unsatisfactory condition exists with respect to HQS, and the owner or family has contacted the other party in an attempt to resolve the issue prior to contacting the Authority, the AHA will conduct a complaint inspection. Immediately following a "failed" complaint inspection, the AHA will issue to the owner of the property and/or the tenant, a notice of the deficiencies and a time limit for correction. The AHA may terminate a HAP contract, debar a specific unit and/or move to terminate a family for failure to comply with family obligations, when repeated complaints and HQS deficiencies are not resolved.

Owner Self-Certification:

At its discretion, the AHA may schedule an inspection to confirm repairs completed and certified to by the owner. The AHA will send notification prior to the scheduled inspection date. If the AHA is unable to access the unit at the time of the scheduled inspections or if the AHA finds the repairs do not adequately meet Housing Quality Standards, the AHA will send written notification and abate the HAP payment. The AHA may disallow the privilege to self-certify, terminate a HAP contract, and/or refuse to enter into future HAP contracts with any owner who misrepresents HQS compliance and repairs through a self-certification.

Quality Control:

For monitoring purposes, the AHA will conduct a Quality Control inspection on a minimum number of units under HAP Contract as defined in Chapter 14 of this Plan and in accordance with HUD regulations.

F. ENFORCEMENT OF INSPECTION STANDARDS

Following each inspection, the AHA will notify the owner and/or tenant of the results and, in the case of failed inspection items, a deadline for compliance with HQS. HQS deficiencies

must be corrected before assistance payments will be disbursed, regardless of how the deficiencies were caused.

Re-inspections by the AHA to verify HQS compliance will include only those fail items for which the owner (and/or tenant) was previously notified. Owner self-certification allowed in lieu of a re-inspection is only required to address those fail items as previously cited during the AHA's prior inspection.

If new deficiencies are discovered during a re-inspection, a new deficiency notice will be issued which will contain a compliance deadline date for the new deficiencies.

Owner HQS Responsibilities and Related Actions

1. The owner must maintain the assisted unit in accordance with HQS.
2. The AHA will take prompt action to enforce the owner's obligations for owner breach of the HQS.
3. The AHA will notify the owner and tenant of HQS deficiencies for which the owner is responsible. The notice will provide for the following:
 - i. For non-life threatening HQS failures, the owner will be given up to thirty (30) days to correct the item(s). The AHA Executive Director or designee may, at his/her discretion, approve a reasonable extension of time depending upon the extent or scope of work required.
 - ii. If the defect is life threatening to the family's health or safety, the owner will be given 24 hours to correct the violation.
 - iii. If the owner fails to correct failed items, the payment will be abated and/or the HAP Contract will be terminated.

The AHA will not make any assistance payments for a dwelling unit in which HQS deficiencies have not been corrected after the notice period has expired.

If "life threatening" deficiencies are not corrected within 24 hours, the owner will be given notice of intent to terminate the HAP Contract and that the Housing Assistance Payment will be abated through the Termination Notice period. The AHA maintains a separate list of such deficiencies which are considered to be life threatening health and safety violations.

The owner will not be responsible for a breach of the HQS not caused by the owner, and for which the family is responsible. The AHA may, however, terminate assistance to the family because of a breach caused by the family.

Family HQS Responsibilities and Related Actions

The family is responsible for any breach of the HQS as listed in 24 CFR 982.404(b)(1) and as described herein:

- The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the family;
- The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the family; or
- Any member of the household or guest damages the dwelling unit or premises.

The AHA will take prompt action to enforce the family obligations for the family's breach of the HQS.

The AHA will notify the owner and tenant of the HQS deficiencies for which the **family** is responsible. The notice will provide for the following:

- For HQS failures, the family will be given up to thirty (30) days to correct the item(s). The AHA Executive Director or designee may, at his/her discretion, approve a reasonable extension of time depending upon the extent or scope of work required.
- If the defect is "life threatening", the family will be given 24 hours to correct the violation.
- If the family fails to correct failed items, the AHA will terminate the family assistance in accordance with 24 CFR 982.552.

G. ABATEMENT OF PAYMENT

If a unit fails to meet Housing Quality Standards and the owner has been given a deficiency notice that provides a specified time for compliance, and all deficiencies have not been corrected within that period, the Housing Assistance Payment ("HAP") will be abated. The owner will have no claim to any Housing Assistance Payment during the abatement period.

The abatement shall be for a specific period of time. The abatement shall continue until all items that caused the unit to fail have been corrected, up to a maximum of 30 days. If all deficiencies have not been corrected within 30 days, the HAP contract will be terminated in accordance with the provisions of this Administrative Plan.

H. HAP CONTRACT TERMINATION

The AHA will terminate a HAP Contract for non-compliance with the HQS requirements. An advance written notice of termination (usually 30 days) will be sent to the owner to inform him/her of the termination date and the reason. In addition, the family will be notified promptly of the termination notice and will be offered a Voucher to relocate, as appropriate. Generally, the termination will be effective the day following the last day of the suspension period. However, depending upon the seriousness or reoccurrence of the deficiency, the AHA may not provide a suspension period and may simply terminate the HAP Contract for non-compliance.

In the event that a unit under an active HAP Contract passes inspection during a suspension period or after the AHA provides notice of the termination, the owner and family may agree to continue the lease if the family has not yet relocated. No assistance payment can be made for the period that the unit did not pass inspection during a suspension/abatement period.

Once the HAP contract terminates, no further inspections will be conducted under that contract. If the family submits its Request for Tenancy Approval (RFTA) for the same unit, the AHA will treat the unit in the same manner as any other unit for which a RFTA has been submitted, meaning the unit will have to pass HQS, the lease approved, rent determined reasonable, and a new HAP contract executed before Housing Assistance Payments will be made.

I. NOTIFICATION OF INSPECTION

Participant families will be provided reasonable notice of inspections to be conducted by the AHA. The notice will be sent by First Class Mail and/or via email and/or text message and will indicate the date and time for the inspection. If the family is unable to be at home, they must either arrange for an adult representative to be present for the inspection or contact the Housing Choice Voucher department to reschedule. If the family or representative is not home for the appointment, and the inspector does not gain entry, the AHA will consider it to be a missed inspection. The AHA will schedule a second appointment in the same manner.

If the family misses two (2) scheduled inspection appointments, or cancels two (2) appointments, the AHA will terminate their assistance for violating the Family Obligations as defined in 24 CFR 982.551 (d). The family has a right to dispute the termination through the AHA's Informal Hearing process.

7. PAYMENTS TO OWNERS

A. HOUSING ASSISTANCE PAYMENTS

The AHA provides rental assistance for its participants by making Housing Assistance Payments to the owner. The Housing Assistance Payment is calculated by the Authority based upon the gross rent, payment standard, and Total Tenant Payment.

When the unit has passed HQS and the AHA has processed all the required documents, the owner and the family will execute the lease and the Tenancy Addendum. The owner and the AHA will then execute the HAP Contract (no later than 60 days after the execution of the lease and addendum).

Upon execution of the HAP Contract, all pertinent information regarding the owner and the HAP payment will be included in the HAP Register. The AHA will notify the owner as to the effective date of the Contract and the amount of the HAP payment.

In accordance with the HAP Contract, the AHA considers the HAP payment received by the owner after the disbursement has been authorized and at the time the check is mailed by the Authority or the payment has been directly deposited into the owner's account at a financial institution. The AHA may require direct deposit as a condition of participation in the program.

B. ADJUSTMENTS OF RENT TO OWNER

An owner may not increase the family's rent prior to the anniversary date of the first term of the lease. After the first term of the lease, the owner must give the family a 60-day notice of rent increase along with a copy to the AHA. The new proposed rent must meet the rent reasonableness requirements. Only one increase every twelve months is permitted.

8. REEXAMINATIONS

The AHA will, for each family who participates in the Housing Choice Voucher Program, examine family income, size and composition, at admission and at least annually for the purposes of determining rent, assistance payments and eligibility. The examination will include a review of income and other family information. Verification will be in accordance with Chapter 3 of this Plan. The family must submit documentation and verification that the AHA deems to be necessary for the purpose of determining annual income, adjusted income or total tenant payment, or for the purpose of auditing the family's eligibility to receive assistance.

A. REPORTING REQUIREMENTS

1. Families who participate in the Housing Choice Voucher Program must report all changes in family income, assets, composition, and other related items as identified in 24 CFR parts 5 subpart B as soon as the change occurs.
2. Families must supply all information, certifications, releases or documentation requested by the AHA or HUD for use during admission of an applicant, a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The AHA must approve the composition of the assisted family including approval of the inclusion of a foster child or live-in aide.
4. Any information supplied by the family must be true and correct.
5. Failure by the family to comply with these reporting requirements is considered to be a violation of their obligations and grounds for termination of participation.

B. REPORTING EXCEPTIONS

Families who receive Social Security, Social Security Disability, or Supplemental Security Income (SSI) are not required to report their annual increase when it occurs. The AHA will not increase the family's total tenant payment until their next regularly scheduled annual reexamination except when an interim recertification is necessary as a result of any other changes listed in the "Reporting Requirements" section of this chapter.

D. ANNUAL REEXAMINATION

At least every twelve months, the AHA will conduct a reexamination of the family's income, composition and circumstances to be effective on the examination anniversary date. The process will begin approximately 90 days prior to the anniversary date, when the AHA will mail and/or email to the family, an application for continued occupancy, applicable release and verification forms, and other forms deemed to be necessary by the AHA for the purpose of the reexamination. The AHA may also make the reexamination package available for download electronically. The AHA will determine each family's anniversary date and monitor reexamination compliance using system reports and tenant records.

Annual reexaminations may be conducted by mail, email, telephone or in person, at the discretion of the AHA.

Generally, two attempts will be made to obtain the required reexamination documents from the family. Failure by the family to comply with the AHA's requests for information or to sign consent forms will result in the termination of the family's participation in the Housing Choice Voucher Program. The family will have the right to request an informal hearing in accordance with Chapter 12 of this Plan.

The effective date of an annual reexamination will occur on the annual reexamination anniversary date of the family.

Family Obligation to Recertify:

Written notification will be sent to each family by mail and/or email advising that they must complete a review of their current family circumstances including income and family composition. Included with the notice, will be an application for continued assistance that must be completed, signed and submitted to the AHA Housing Choice Voucher Department along with any required documentation identified in the notice.

If the family cancels or fails to attend the scheduled interview (whether by phone or in person), a notification to reschedule will be mailed. If the family does not attend the scheduled second interview appointment, a written notification will be sent stating that assistance will be terminated for the violation of 24 CFR 982.551 (b), *failing to supply required information*, under the Family Obligations.

If all required documentation has not been supplied to the AHA at the interview, the family will be given ten (10) calendar days to submit the deficient information. Failure to supply the required documents within the specified time period will result in the termination of assistance for violating 24 CFR 982.551 (b), *failing to supply required information*, under the Family Obligations.

The notice of termination will indicate that the family has violated the regulation specified and will offer the family an opportunity to request an informal hearing in accordance with Chapter 12 of this Plan. A copy of the notice of termination will be mailed, faxed, and/or emailed to the owner of the family's assisted unit.

Completion of the Annual Reexamination:

The family's TTP will be calculated based upon the information provided and verified during the annual reexamination. Deductions and/or allowances that could not be substantiated through reasonable verification means may not be used in the TTP calculation. Any changes will be effective on the annual reexamination effective date except as provided under paragraph F of this chapter.

E. INTERIM REEXAMINATIONS

1. Families must report all changes in family income, assets, size and composition when they occur. The AHA will conduct interim reexaminations between annual reexaminations in accordance with HUD requirements and the provisions of this Plan. Interim reexaminations will be conducted by the AHA for the following:
 - i. Any change resulting in a decrease in family income or tenant rent;
 - ii. Any change in family composition; or
 - iii. For zero income households, any increase in the family's gross monthly income.
 - a. A zero income household is identified as one where the family has reported that no member has any income from any source including contributions.
2. Any decrease in TTP that results from a decrease in income will be effective the first of the month following the reported change. All reported decreases must first be properly verified in accordance with the provisions of this Administrative Plan.
3. TTP increases as a result of an increase in family income will become effective on the first day of the second month after the documented change occurs, except as provided in paragraph F of this chapter.
4. Any change that results from the interim reexamination will continue until the next scheduled annual reexamination or interim reexamination, when all applicable information will be used in accordance with this Administrative Plan.

Any reported change that does not result an interim reexamination will be considered and included when applicable, in the next scheduled annual reexamination.

F. DISALLOWANCE OF EARNED INCOME FOR PERSONS WITH DISABILITIES

1. Initial 12-Month Period

The AHA will not increase the rent of a qualified family as a result of increased income due to employment during the 12 month period beginning on the date on which the employment commenced. Eligible families are those who participate in the Section 8 HCV Program:

- a. Whose income increases as a result of employment of a disabled member of the family who was previously unemployed for one year or more. For purposes of this section, "previously unemployed" includes a person who has earned, in the previous 12 months no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage;
- b. Whose earned income increases during the participation of a disabled family member in any family self-sufficiency or other job-related training program; or
- c. Whose annual income increases as a result of new employment or increased earnings of a family member, during or within the last 6 months after receiving assistance, benefits or services under any state program for Temporary

Assistance for Needy Families (TANF) funded under Part A Title IV of the Social Security Act, as determined by the AHA in consultation with the local agencies administering TANF and Welfare-to-Work programs.

- d. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance, provided that the total amount over a six-month period is at least \$500.

2. Phase-in of Rent Increases

Upon expiration of the initial 12 month period described in paragraph (1) of this section, the rent payable by a family may be increased due to continued employment of a family member except that for the 12 month period following expiration of the initial 12 month disallowance, the increase may not be greater than 50 percent of the amount of the total income increase.

3. Maximum Four-Year Disallowance

The disallowance of increased income of an individual family member, as provided in the previous paragraphs of this section (F), is limited to a lifetime 48-month period. It only applies for a maximum disallowance of twelve months for each instance, (100% disallowance under paragraph F 1 and the 50% disallowance under paragraph F 2).

G. REDUCTION OF WELFARE PROGRAM BENEFITS

Families, whose welfare assistance is reduced, specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement, will not have their TTPs reduced based upon the benefit reduction. The AHA will obtain written verification from the welfare agency prior to denying any request for an income reexamination under this paragraph.

H. INCORRECT REPORTING

In any instance, if the AHA believes that a family has provided false, misleading or deliberately inaccurate information to the AHA, the AHA may conduct additional investigation to obtain reasonable evidence, and terminate the family's assistance with proper notice, and/or prosecute the family in accordance with the law. Where evidence of serious fraud exists, the AHA will refer all information to HUD's Office of Inspector General for further investigation. Any debts owed and the reason for termination will be reported in HUD's EIV system.

9. SPECIAL FAMILY CIRCUMSTANCES

A. FAMILY BREAKUP

If the family breaks up, the AHA may terminate the HAP contract or may continue housing assistance payments on behalf of family members. The factors to be considered in making this decision are based on the following:

1. Whether the assistance should remain with family members remaining in the original assisted unit.
2. The interest of minor children or ill, elderly or disabled family members.
3. Whether actual or threatened domestic violence was involved in the breakup.

The AHA will not approve a transfer of the voucher from one head of household to another head of household if it constitutes a violation of waiting list and preference policies.

If a judicial decree is issued by the courts in a divorce or separation, the AHA will be bound by the court's determination as to which family member will continue to receive the program assistance.

B. REMAINING MEMBER OF THE FAMILY

"Remaining family member" is defined as a family member of an assisted tenant family who remains in the unit when other members of the family have moved out. A minor is not considered to be a remaining member of the family, unless:

1. The minor has been declared emancipated by the courts; or
2. A caretaker who has been appointed by the courts to oversee the welfare of the minor moves into the unit. If guardianship is awarded to the caretaker, a new Voucher may be required due to the new family composition.

C. DISAPPROVAL OF LIVE-IN AIDE

At any time AHA will withdraw the approval of a live-in aide, if the live-in aide and/or any of the live-in aide's family members residing in the unit:

3. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
4. Commits drug-related criminal activity or violent criminal activity; or
5. Currently owes rent or other amounts to the AHA in connection with Housing Choice Voucher or public housing assistance under the 1937 Act or any debt owed for a previous tenancy in any federally funded housing program.

The AHA may deny a request to allow family members of the live-in aide to reside in the assisted unit if such request would result in over-crowding according to HQS standards create a need for a larger voucher size, and/or the family members do not meet the above criteria.

If the live-in aide has his/her approval withdrawn, he/she is no longer eligible to remain in the assisted unit and will be considered to be an ineligible member of the household. If the ineligible member remains in the unit after the AHA provides notice of the ineligibility, the AHA will terminate assistance to the family.

10. EXCLUSIONS TO HOUSEHOLD

A. GENERAL POLICY

Income and the Total Tenant Payment are calculated in accordance with 24 CFR part 5, subpart F. for all family members who reside in the household.

B. ABSENT FAMILY/FAMILY MEMBER

The family will need to declare a member as permanently or temporarily absent by submitting written notification to the AHA. The AHA will advise the family at that time, or at reexamination, what the options are and how they might affect the Total Tenant Payment or the Voucher size. The AHA will utilize the following policies in determining temporary/permanent absences:

1. Absence by the family from their unit for more than 90 days will be considered by the AHA to be abandonment of the unit. The family's assistance will be terminated and they will be provided an opportunity to request an informal hearing.
2. If a member of the family leaves the unit for 90 days or more, they will be considered to be permanently absent. The AHA will determine if the family's unit size must be changed to meet the subsidy standards. The AHA will review each family's circumstances on a case-by-case basis.
3. If a single-member household is absent for more than 90 days, his/her assistance will be terminated, unless he/she requests and is granted an extension. Third-party documentation acceptable to the AHA must be submitted (such as from a hospital, hospice, etc.) that indicates that he/she will return within the next 90 days (maximum absence cannot exceed 180 days).

C. TEMPORARILY ABSENT FAMILY MEMBERS' INCOME

The AHA will include the income of all temporarily absent family members when determining the TTP. If the spouse or the head of household is temporarily absent, his/her entire income is counted, whether or not he/she is on the lease.

D. OTHER ABSENT FAMILY MEMBERS

The following will be considered to be permanently absent family members and will not be included in the household:

1. Family members in the military (excluding head and/or spouse);
2. Children who do not reside in the household over 50% of the time; and
3. Family members who have been incarcerated for more than 180 days.

E. VISITORS

Overnight adult guests are permitted to visit for up to 14 consecutive calendar days and no more than 30 days in a calendar year with the AHA's written authorization. If the visitor remains for more than 14 consecutive days, it will be considered to be a violation of the Family Obligations and grounds for termination of assistance to the family.

11. TERMINATIONS AND FAMILY MOVES

A. LEASE TERMINATION

Owner:

1. During the initial term of the lease or during any renewal term, the owner may only terminate the tenancy because of:
 - i. Serious or repeated violations of the lease.
 - ii. Violation of Federal, State or local that imposes obligations on the tenant in connection with occupancy or use of the unit and premises;
 - iii. Criminal activity, which includes, but is not limited to:
 - a. Illegal use of a controlled substance;
 - b. Any drug-related criminal activity on or near the premises;
 - c. Alcohol abuse and any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
 - iv. Other good cause, which includes, but is not limited to:
 - a. Disturbance of neighbors.
 - b. Destruction of property.
 - c. Living or housekeeping habits that cause damage to the unit or premises.

2. After the first year of the lease, the owner must give notice to terminate the lease for other good cause in accordance with the lease and HAP contract. The AHA recommends providing as much advance notice as possible (e.g. 90 days) to allow the tenant time to search for a new unit.

3. After the initial lease term, good cause may include:
 - i. The tenant's failure to accept the owner's offer of a new lease or revision;
 - ii. The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - iii. or
 - iv. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision will sunset on December 31, 2012, or as extended by law.

Family:

The family may terminate the lease in accordance with the lease terms at any time after the first year provided that the family notifies the owner and the AHA at least 30 calendar days, but no more than 60 calendar days, before the termination.

Mutual Agreement:

During the first year of the lease, the tenant and owner may agree to terminate the lease. A copy of the termination agreement must be provided to the AHA at least 60 calendar days prior to the move.

B. HAP CONTRACT TERMINATION**1. The HAP contract terminates when:**

- a. The owner has legal possession of the unit subsequent to an eviction; or
- b. The owner notifies the tenant and the AHA that he/she no longer intends to participate in the Program.

2. The HAP contract will terminate automatically when:

- a. The lease terminates;
- b. The AHA terminates assistance to the family;
- c. The family moves from the contract unit;
- d. 180 calendar days have elapsed since the last Housing Assistance Payment to the owner;
- e. Available Program funding is not sufficient to support continued assistance for the family;
- f. The contract unit does not meet the subsidy standards;
- g. The contract unit does not meet all requirements of the HOS; or
- h. The owner has breached the HAP contract.

C. TERMINATION OF ASSISTANCE TO FAMILY

The AHA may at any time, terminate Program assistance for a participant for any of the following reasons:

1. If the family violates its obligations under the Program as required by 24 CFR 982.551;
2. If the family does not comply with the regulations listed in 24 CFR 982.552 (b) and (c);
3. If the AHA determines that any family member has engaged in illegal drug activity, criminal activity, or alcohol abuse (see applicable definitions in Chapter 2 of this Plan); or
4. If the family commits fraud in connection with the Housing Choice Voucher Program.

The AHA will immediately and permanently terminate tenancy in public housing, or terminate the Housing Choice Voucher assistance, of persons who are convicted of manufacturing or producing methamphetamine ("speed") on the premises of the assisted housing development or unit in violation of any federal or state law.

"Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

D. TERMINATION DUE TO INSUFFICIENT FUNDING

The AHA may terminate Program assistance for a participant or group of participants when it is determined that funding under the consolidated ACC is not sufficient to sustain continued assistance. In the event the termination of program assistance becomes necessary, the AHA shall exempt the following:

- Elderly persons, sixty-two (62) years and older
- Disabled families
- Families receiving voucher assistance as a result of relocation due to HOPE VI development
- Families receiving voucher assistance through special allocations in VASH, DHAP Mainstream programs.
- Project-based units
- Families porting in from other PHAs

The AHA reserves the right to determine the methodology of termination. The order of families being terminated shall be conducted using a random selection (e.g. lottery) process. Names of all participant families not otherwise exempted, will be placed in a pool from which names will be randomly selected one at a time until the gap in need versus funding has been closed and AHA determines available funding is sufficient to cover the remaining participant families (those not selected from the pool).

The affected families drawn from the pool and associated owners will be notified by AHA of the HAP contract termination. Families terminated due to lack of sufficient HAP funding leaving in good standing shall be afforded, when available, other housing opportunities. Families removed from the program shall be placed at the top of AHAs waiting list so that when funding becomes available they may be rehoused provided they meet eligibility criteria.

E. FAMILY MOVES

Transfers

Families who have notified the AHA of their wish to move and are determined eligible to move, will be placed on a transfer log to allow the AHA to manage move requests in an efficient manner.

A family wishing to move must have complied with all the tenant obligations while in their current unit and must be in good standing with the AHA (e.g. not owe a debt to the AHA; unit not currently in failed HQS status due to tenant responsibility, etc.) Families who have an active repayment agreement with the AHA and who request to move may not be allowed to move.

If the AHA does not have sufficient funding for continued assistance, no move will be permitted.

If a family moves to another unit without notifying the AHA in writing, it will be considered to be a violation of the Family Obligation(s) and reason for termination.

Families may not move during the first year of the lease, unless for good cause. Tenant-requested transfers must be pre-approved and will not be granted more than once every 12 months. The AHA may provide an exception when circumstances (such as domestic violence) warrant.

F. DEFINITION OF CONTINUOUSLY ASSISTED

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program. The AHA will continuously assist a family if no more than 120 days have elapsed since the family has received assistance.

12. INFORMAL REVIEWS & HEARINGS

The AHA will conduct Informal Reviews and Hearings in accordance with all applicable HUD regulations contained in Section 24 of the Code of Federal Regulations; HUD Notices; any applicable federal, state, or local law governing such process; and this Administrative Plan. An Informal Review will be offered to an applicant when the AHA has denied Program assistance. An Informal Hearing will be offered to a participant family when specific decisions have been made by the AHA relating to individual circumstances of the family.

A. INFORMAL REVIEWS FOR APPLICANTS

1. Acceptable Reasons for Informal Reviews

Except as noted below, the AHA will give an applicant an opportunity for an Informal Review of a determination by the AHA to deny assistance. Any such decision will be provided promptly to the applicant in writing and delivered by First Class Mail and/or email. The decision notice will include a brief statement of the reason for the denial, the applicant's right to a review, and the procedure to request a review.

2. Unacceptable Reasons for Informal Reviews

The AHA will not provide an applicant with an opportunity for an Informal Review for any of the following reasons:

- a. Discretionary administrative determinations by the Authority.
- b. General policy issues or class grievances.
- c. A determination of family unit size under the Authority's subsidy standards.
- d. An Authority determination not to approve an extension or suspension of a Voucher term.
- e. An Authority determination not to grant approval to lease a unit under the Program or to approve a proposed lease.
- f. An Authority determination that a unit selected by the applicant is not in compliance with HQS.
- g. An Authority determination that the unit is not in compliance with HQS because of the family size or composition.

3. Request for Informal Review

An applicant will be provided with the AHA's procedure for requesting an Informal Review in the Notice to Deny Assistance. The applicant must request an Informal Review by writing to the mailing address or email address listed in the notice. The request for an Informal Review must be *received* by the AHA within ten (10) calendar days of the date of such notice. If the applicant fails to properly submit the request within the prescribed time, he/she will forfeit his/her right to an Informal Review, and the decision to deny assistance will be final.

4. Informal Review Process

The Informal Review will be conducted by a hearing officer appointed by the AHA who has neither made nor approved the decision under review or by a subordinate of such person. The process will be in accordance with the following:

- a. The applicant will be notified of the date, time and location of the Informal Review within approximately fifteen (15) calendar days of the receipt of request by the AHA.
 - i. The applicant may request, in advance, that the AHA reschedule his/her review because of a reasonable inability to attend. The AHA notice will include a phone number and/or an email address, for the contact person for the purpose of rescheduling.
 - ii. An applicant's failure to attend a scheduled Informal Review without advance notification to the AHA will be reason for automatic denial of the request without a decision by the hearing officer on the merits of the AHA's determination to deny assistance.
- b. Persons with disabilities will be afforded special considerations in the scheduling and conducting of the Informal Reviews.
- c. The applicant will have a right to examine his/her file prior to the review.
- d. Prior to the review, the AHA must be given the opportunity to examine, at its offices, any family documents that are directly related to the review. The AHA may copy any such document at its expense. If the family does not make the document available for examination by the AHA, the family may not rely on or present the document at the review.
- e. The applicant will have the right of representation by legal counsel at the applicant's expense. The AHA must be notified in advance if the applicant intends to be represented by legal counsel.
- f. Evidence, witnesses and any information applicable to the review may be presented by either the AHA or the applicant.
- g. The hearing officer will conduct the Informal Review in a manner intended to ensure proper order.
- h. A final decision will be made within fourteen (14) days by the hearing officer based upon the facts and evidence presented at the Informal Review.

B. INFORMAL HEARINGS FOR PARTICIPANTS

1. Acceptable Reasons for Informal Hearings

The AHA will give a participant an opportunity for an Informal Hearing for certain AHA determinations relating to individual circumstances of the participant family. Any applicable determination will be promptly provided to the participant in writing and delivered by First Class Mail and/or via email. The notice will include a brief explanation of the determination, the applicant's right to a hearing, and the procedure to request a hearing. The Authority will offer a participant family an Informal Hearing for the following reasons:

- a. A determination of the family's annual or adjusted income, and the use of such income to compute housing assistance payments.
- b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the AHA utility allowance schedule.
- c. A determination of the family unit size under the AHA subsidy standards.

- d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the AHA subsidy standards or a determination to deny the family's request for an exception from the standards.
- e. A determination to terminate assistance for a participant family because of the family's action or failure to act in accordance with applicable HUD regulations or AHA policies (see 24 CFR 982.552).
- f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HUD regulations or AHA policy.

The Authority will offer an applicant or participant family the opportunity to request an informal hearing whenever the AHA makes a determination for the denial of assistance on the basis of ineligible immigration status contained in 24 CFR part 5.

2. Unacceptable Reasons for Informal Hearings

The AHA will not provide a participant family with an opportunity for an Informal Hearing for any of the following reasons:

- a. Discretionary administrative determinations by the Authority.
- b. General policy issues or class grievances.
- c. Establishment of the Authority's schedule of utility allowances for families in the Program.
- d. An Authority determination not to approve an extension or suspension of a Voucher term.
- e. An Authority determination not to approve a unit or lease.
- f. An Authority determination that an assisted unit is not in compliance with HQS (unless a decision to terminate assistance was made due to tenant-caused HQS deficiencies).
- g. An Authority determination that the unit is not in compliance with HQS because of the family size.
- h. A determination by the Authority to exercise or not to exercise any right or remedy against the owner under a HAP contract.

3. Request for Informal Hearings

A participant family will be provided with the AHA's procedure for requesting an Informal Hearing in the determination notice. The participant must request an Informal Hearing by writing to the mailing address or the email address listed in the notice. The request for an Informal Hearing must be *received* by the AHA within ten (10) calendar days of the date of such notice. If the participant fails to properly submit the request within prescribed time, he/she will forfeit his/her right to an Informal Hearing and the determination will remain as final.

The Authority will notify the family that they may first ask for an explanation of the basis of an Authority determination under B.1 a, b, and c of this section. If the family does not agree with the explanation, they then may request an Informal Hearing in accordance with the Informal Hearing request procedures defined above.

4. Informal Hearing Process

The Informal Hearing will be conducted by a hearing officer appointed by the AHA who has neither made nor approved the decision under review or by a subordinate of such person. The process will be in accordance with the following:

- a. The participant will be notified of the date, time and location of the Informal Hearing within approximately fifteen (15) calendar days of the receipt of request by the AHA.
 - i. The participant may request, in advance, that the AHA reschedule his/her hearing because of a reasonable inability to attend. The AHA notice will include a phone number and/or an email address, for the contact person for the purpose of rescheduling.
 - ii. A participant's failure to attend a scheduled Informal Hearing without advance notification to the AHA will be reason for immediate denial of the request without a decision by the hearing officer on the merits of the AHA's determination to terminate assistance.
- b. Persons with disabilities will be afforded special considerations in the scheduling and conducting of the Informal Hearings.
- c. The participant will have a right to examine his/her file prior to the hearing.
- d. Prior to the hearing, the AHA must be given the opportunity to examine, at its offices, any family documents that are directly related to the hearing. The AHA may copy any such document at its expense. If the family does not make the document available for examination by the AHA, the family may not rely on or present the document at the hearing.
- e. The participant family will have the right of representation by legal counsel at the family's expense. The AHA must be notified in advance if the family intends to be represented by legal counsel.
- f. Evidence, witnesses and any information applicable to the hearing may be presented by either the AHA or the participant family.
- g. The hearing officer will conduct the Informal Hearing in a manner to ensure proper order.
- h. A final decision will be made within 14 days by the hearing officer based upon the facts and evidence presented at the Informal Hearing.

C. HEARING OFFICER AND CONDUCT OF INFORMAL REVIEWS / HEARINGS

1. Hearing Officer

The Hearing Officer for all Housing Choice Voucher Program Informal Reviews and Informal Hearings will be appointed by the AHA Executive Director or other member of management with appropriate administrative authority. He/She or a subordinate of such person will have neither made nor approved the decision under review. The Hearing Officer will be responsible for insuring that all eligible requests for reviews and hearings are scheduled within approximately fifteen (15) calendar days of the receipt of such requests. Following each of the reviews and hearings, the Hearing Officer will be responsible for promptly providing a decision letter via mail and/or email to the applicant or participant family in accordance with this Plan.

2. Conduct of Informal Reviews and Hearings

The Hearing Officer is authorized to regulate the conduct of hearings and reviews in his/her discretion. This is a non-judicial function; therefore, no formal procedure is required. It shall be the responsibility of the Hearing Officer to insure that adequate information is presented and that the order of the hearing proceeds accordingly. The Hearing Officer always will identify the session (parties present, date, time, place), and read the initial AHA determination or decision which prompted the review or hearing. It is the responsibility of the Hearing Officer to take pertinent notes and acknowledge material and testimony needed to make a reasonable determination. The need for a tape recording and transcript of the proceedings shall be at the discretion of the Hearing Officer. However, a request by the family for a taping to be done, or not to be done, will be honored.

D. INFORMAL REVIEW AND HEARING DECISIONS

The Hearing Officer is responsible for issuing to the applicant or participant a written decision within ten (10) days following the review or hearing. The decision letter shall be sent to the family by First Class Mail and/or email. The letter will contain a statement of the decision, and the reason(s) for the decision, including any applicable HUD regulations and/or AHA policies. Factual determinations that relate to the individual circumstances of the family will be based on a preponderance of evidence presented at the review or hearing. The AHA is not bound by any decision contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law.

13. PAYMENT AGREEMENTS

The AHA provides, in certain instances, an opportunity for families who owe money to the AHA to enter into repayment agreements and continue to participate in the Housing Choice Voucher Program. At the discretion of the AHA, and in accordance with this Administrative Plan, the family may be offered an opportunity to enter into a repayment agreement to pay for amounts owed to the AHA or to reimburse the AHA for amounts paid to an owner for special claims or overpayments of assistance resulting from unreported or misreported family information. The AHA will calculate the installment amounts and prescribe the terms of the repayment agreements.

A. MISREPORTED OR UNREPORTED INCOME

When the AHA identifies cases where the family has erroneously reported their household income, or has not reported all of their household income, a determination will be made as to whether the family's action or inaction appears to be deliberate and whether any Family Obligations have been violated. A repayment agreement may be offered if the family has not:

1. Committed fraud or willfully misrepresented information;
2. Violated any of the Family Obligations; or
3. Previously breached a repayment agreement with the AHA in the past three (3) years.

The AHA will enter into a repayment agreement with a family when required by HUD.

B. OTHER AMOUNTS OWED THE AHA

A family may owe the AHA money for reasons other than overpayments from incorrect rental calculations or disbursements for special claims. Repayment agreements for other amounts owed may be offered to families by the AHA depending upon the origin of the outstanding debt and any rules governing the type of debt. The decision to offer a repayment agreement in this category will be made on an individual basis and is at the sole discretion of the AHA.

C. REPAYMENT AGREEMENT POLICY

The repayment agreement will be specific, identifying the reason for the reimbursement, term of the agreement, payment frequency and due date, installment amount and other binding conditions structured by the AHA. A repayment agreement must be executed by the family's head of household within 30 days of the offer by the AHA; otherwise, it will be considered to be a refusal by the family to enter into the agreement. The repayment agreement policy conforms to the following:

1. Each installment will be due in advance without notice by the family. Payments will be made to the AHA's main office or address identified in the repayment agreement.
2. A repayment agreement for a family will consist of a term of 3 to 24 months except in the case of fraud.

3. Any breach of the terms or conditions of a repayment agreement will result in the termination of program assistance for the family in accordance with 24 CFR 982.552(c)(vii).
4. If a family is offered a repayment agreement for moneys owed the AHA, and the family refuses, the entire amount will be due immediately. Failure by the family to pay the AHA will be considered reason for the termination of program assistance under 24 CFR 982.552(c)(v).
5. Advance notice of a termination of program assistance under this paragraph and a right to an Informal Hearing will be provided to the family prior to discontinuation of assistance.

Families failing to cure any debt owed to the AHA will be reported in HUD's EIV system. In accordance with HUD policy, PHA's may use information in the EIV system to determine a family's eligibility for housing assistance. It is the family's responsibility to work with the reporting PHA to settle any debts owed.

D. REPAYMENT AGREEMENTS BY OWNERS

In some cases the owner of an assisted unit under a Housing Choice Voucher HAP Contract may have received excess assistance payments through no fault of his/her own. When overpayments cannot be deducted from the owner's monthly HAP check, an agreement may be offered by the AHA for reimbursement. Such agreement will be for no longer than 24 months and will include specific terms and conditions structured at the discretion of the AHA and agreed to by the owner.

E. PROSECUTION FOR FRAUD

If the AHA determines that the family (or owner, if applicable) has committed fraud after a repayment agreement has been executed, the AHA may terminate assistance and may seek prosecution through the courts. In all cases involving fraud, the AHA has the right to prosecute in accordance with applicable laws. The AHA will also report information about the family's reason for termination and any debt owed to the AHA in HUD's EIV system.

14. PROGRAM INTEGRITY AND PERFORMANCE

A. PROGRAM MONITORING

Reports will be maintained to monitor the waiting list and outstanding Vouchers to effectively manage the leasing schedule and to provide the AHA with program demographics. A HAP contract register will be maintained and regularly reviewed to monitor the monthly Housing Assistance Payments.

B. ETHICS

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

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

Any member of the classes described above must disclose their interest or prospective interest to the Authority and HUD. The Conflict of Interest prohibition under this section may be waived by the HUD Field Office upon the request of the AHA for good cause. No Commissioner or Authority employee shall solicit any gift or consideration, nor shall any Authority employee or Commissioner accept or receive a gift having value in excess of \$25.00 from any person who has an interest in any matter proposed or pending before the Authority.

Violations of these requirements will result in disciplinary action as outlined in the AHA's Employee Handbook and be determined by action of the Board of Commissioners.

C. QUALITY CONTROL

The AHA will conduct Quality Control reviews in five key management areas relating to specific performance indicators of the Section Eight Management Assessment Program ("SEMAP"). The reviews will be completed by the AHA Executive Director, a management designee, or an independent contractor in accordance with 24 CFR Part 985 to determine performance for the following:

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income

4. HQS Quality Control Inspections
5. HQS Enforcement

The Quality Control Samples will be drawn in an unbiased manner and reviewed by the appropriate management individual as defined above for the purpose of determining if the work documented in the files conforms to program requirements. The minimum size of the sample will be in accordance with 24 CFR 985.

D. NOTICE OF CONTINUED INTEREST

The AHA will maintain the Housing Choice Voucher Program waiting list at a reasonable level to minimize the average number of families required to achieve a positive eligibility determination.

The AHA will periodically update the waiting list to ensure that it is current and accurate by mailing and/or emailing a notification to the applicant at his/her last known mailing address and/or email address, requesting confirmation of his/her continued interest in remaining on the waiting list.

The applicant will be given ten (10) calendar days to return the notice of continued interest. If the AHA does not receive a response within ten (10) calendar days, the AHA will notify the applicant that his/her name will be withdrawn from the waiting list. The applicant will have an opportunity to request an Informal Review.

The AHA is not responsible for mail delays. If the applicant fails to notify the AHA of a move, the AHA will not be responsible for the applicant's failure to receive the notice of continued interest.

E. FINANCIAL REPORTING

All financial reporting will be in accordance with applicable HUD regulations and Generally Accepted Accounting Principles.

F. EXPENDITURE THRESHOLD

The threshold for the amount of expenditures that may be made from the Operating Reserve for other housing purposes without prior approval of the Board is set at \$4,000.

15. PROJECT-BASED VOUCHER PROGRAM

The Allentown Housing Authority (AHA) will participate in the Project-Based Voucher ("PBV") Program using funding provided by the U. S. Department of Housing and Urban Development for the Housing Choice Voucher Program, and will comply with all of the regulations as published in Title 24 of the Code of Federal Regulations ("CFR") Part 983.

The AHA will advertise for proposals for property owners and/or other qualified entities, who are interested in the Project-Based Voucher Program.

The AHA at its discretion and based upon housing need, may attach Housing Choice Voucher assistance to units in accordance with 24 CFR 983 if:

1. The amount of budget authority for the number of units to be project-based does not exceed the applicable percent limit as identified in 24 CFR 983.6; and
2. The amount of budget authority available under the Annual Contributions Contract (ACC) is sufficient to fund the proposed Project-Based Voucher units.

A. DESCRIPTION OF THE PBV PROGRAM

The Project-Based Voucher Program is administered by Housing Authorities that administer the tenant-based voucher program under an annual contribution contract (ACC) with HUD. The PBV Program has the assistance attached to the structure, unlike the Housing Choice Voucher Program, where the assistance is tenant-based.

The Allentown Housing Authority selects proposals based upon the established selection criteria identified in this section and enters into Housing Assistance Payments (HAP) contracts with owners for units in one of the following eligible categories:

- a. Existing housing (units that substantially comply with HQS at the time of selection. For the purposes of this administrative plan, a unit will qualify as existing housing if the unit can fully comply with HQS within 30 calendar days from selection);
- b. Newly constructed units (not yet constructed); or
- c. Rehabilitated housing (not yet rehabilitated).

The AHA will not consider any proposal for less than 5 (five) units or where the number of units proposed for the Project-Based Voucher Program exceeds 25% of the total number of units in a building, except for units designated for qualifying families that are elderly, disabled, or receiving supportive services.

With newly constructed or rehabilitated housing, the housing is developed under an Agreement between the owner and AHA. In the Agreement, AHA agrees to execute a HAP contract for a term of up to fifteen (15) years after the owner completes the construction or rehabilitation of the units.

During the term of the HAP contract, AHA will make housing assistance payments to the owner for units leased and occupied by eligible families.

Eligible families initially leasing these units will pay 30% to 40% of their adjusted monthly incomes for housing costs. Monthly housing assistance payments will be made on behalf of eligible families occupying qualified units during the term of the HAP contract.

B. ADVERTISING FOR APPLICATIONS

The AHA will comply with 24 CFR 983.51 including the following procedures:

1. AHA will place advertisements in the "The Morning Call" or other newspaper acceptable to the AHA and will be consistent with the AHA Equal Opportunity Housing Plan.
2. The advertisement will be placed once per week for three consecutive weeks.
3. A standard Project-Based Voucher application package will be made available by the AHA. Such application package will be required for submission by developers, property owners and/or other qualified entities to apply.
4. The deadline date for acceptance of applications will be at least 30 days following the date the advertisement was last published.
5. The advertisement will include a contact name and telephone number to obtain the Project-Based Voucher application package.
6. The advertisement will specify the approximate number of units that the AHA estimates it will be able to assist under the funding that is made available for this purpose.

C. SELECTION AND RANKING OF APPLICATIONS

1. Selection of Applications

Competitive Selection

- a. Only applications submitted in response to the advertisement will be considered.
- b. Only the highest-rated applications will be selected for participation in the Program.
- c. Incomplete applications will be rejected prior to ranking and selection.
- d. Applications for ineligible units will be rejected prior to ranking and selection.
- e. Applications with an acceptable rating, which have a greater number of units than those available for funding, can be approved if the applicant accepts the adjusted distribution, and if the project is determined to be feasible and in compliance with other Program requirements as determined by the AHA.

Non-Competitive Selection

In certain circumstances, AHA may select a proposal for participation in the project based voucher program that had already been competitively selected by another housing program receiving federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded Low Income Housing Tax Credits (LIHTC) have been provided). To qualify for non-competitive selection, the proposal must:

- a. Have been selected in accordance with such programs competitive selection requirements within three years of the PBV proposal selection date; and
- b. The earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

AHA Owned Units

AHA owned units, including units that the AHA, its officers, employees or agents hold a direct or indirect interest in the building in which the unit is to be located, are eligible for participation in the PBV program. Examples of interest include, but are not limited to titleholder, lessee, stockholder, member or general or limited partner, member of a limited liability corporation, or any entity that holds such direct or indirect interest. However, the HUD field office or a HUD-approved independent entity must review the selection process and determine that the PHA-owned units were appropriately selected based on the selection procedures specified in AHA's Administrative Plan and 24 CFR 983.51(e). Non-competitive selections must also be reviewed to ensure that the selection was done properly particularly in regard to LIHTC project applications not receiving the benefit of a commitment of PBVs by the PHA and that the comparable competition was held within three years of project selection.

2. Ranking of Applications

- a. An Evaluation Committee consisting of staff members of the AHA will independently rate each of the applications based upon the selection criteria identified in this section. The Evaluation Committee will certify the acceptability of the awarded units using a standard AHA selection form.
- b. The Evaluation Committee will evaluate and give a score to each Firm or individual that has submitted a complete Proposal. A total combined score from the Evaluation Committee will be calculated for each applicant.
- c. Available units will be awarded beginning with the application with the highest total score until all available units are distributed.
- d. In instances of applications with tied scores, the application listing a greater scope of rehabilitation/construction will be given priority.
- e. Selected applications, which have a greater number of units than those available for funding, can be approved if the applicant accepts the adjusted distribution, and if the project is determined to be feasible and in compliance with other Program requirements as determined by the AHA.

Evaluation Criteria and Rating System

Each Proposal will be evaluated and rated using the following criteria and rating system:

1. Overall Property and Unit Design: 20 Points

- a. Design of the proposed property based on the quality of construction, size and bedroom count of the units, and amenities included. Evidence that the proposed property will meet or exceed HUD's Housing Quality Standards (HQS), including Civil Rights/Disabilities/Lead- Based Paint/Environmental Review Requirements.

2. Ability to Deliver Completed Units within Required Time Constraints: 5 Points

- a. Offeror has provided evidence of its ability to complete all requirements and make all units available for occupancy within established time limits.

3. Overall Feasibility of the Project: 20 Points

- a. Feasibility of the proposed project based on financial and leasing projections, including financial commitments and marketability of the development.

4. Site Location of Units: 20 Points

- a. Proposed property is located in appropriate residential or mixed-use neighborhoods; near public transportation and appropriate facilities and services such as schools, medical facilities, shopping and recreation; and is not located near undesirable businesses such as liquor stores, bars, or adult businesses.
- b. Proposed project does not concentrate low- and very low-income families in rental units within the City of Allentown.

5. Previous Experience of Owners/Developer: 20 Points

- a. Show experience in development/rehabilitation, marketing, and management of similar types of rental housing.

6. Provision for Accessible Units: 10 Points

- a. Provide evidence that the development includes units that meet Section 504 requirements and ADA requirements.

7. Small, Minority-Owned and Women-Owned Business Participation: 5 Points

- a. Provide evidence that the firm is a minority-owned business and/or that the firm has included small businesses, minority enterprises and/or women-owned enterprises on the project team.

D. RESIDENT MANAGEMENT CORPORATION COMPETITIVE SELECTION EXCEPTION

The AHA may select units to which assistance is to be attached, without advertising under paragraph 2 of this section and without applying the selection criteria otherwise required by paragraph 3 of this section, if attachment of project-based assistance would further the purposes of the sale of a public housing project to a resident management corporation under section 21 of the U.S. Housing Act of 1937 (42 U.S.C. 1437s).

E. DWELLING UNITS**1. Housing quality standards**

- 1. Except as otherwise provided in this section, 24 CFR 982.401 (housing quality standards) applies to the PBV program. The physical condition standards at 24 CFR 5.703 does not apply to the PBV program.

2. HQS for special housing types. For special housing types assisted under the PBV program, housing quality standards in 24 CFR part 982 apply to the PBV program.
3. Lead-based paint requirements at 982.401 (j) do not apply to the PBV program.
4. The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, apply to the PBV program.
5. HQS enforcement. Parts 982 and 983 of this chapter do not create any right of the family or any party, other than HUD or the HA, to require enforcement of the HQS requirements or to assert any claim against HUD or the HA for damages, injunction, or other relief for alleged failure to enforce the HQS.

F. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

1. Program accessibility

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The AHA shall ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR part 8, subpart C. b. Design and construction. Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.

G. UNIT ELIGIBILITY AND INSPECTIONS

1. AHA must examine the proposed site before the proposal selection date.
2. **Inspection of Existing Units.** If the units to be assisted already exist, AHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS on the proposal selection date. However, AHA may not execute the HAP contract until the units fully comply with the HQS.
3. **Pre-HAP Contract Inspections.** AHA must inspect each contract unit before execution of the HAP contract. AHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
4. **Turnover Inspections.** Before providing assistance to a new family in a contract unit, AHA must inspect the unit. AHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
5. **Annual Inspections.** At least annually during the term of the HAP contract, AHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections are not counted toward meeting this annual inspection requirement. The AHA will have in its discretionary authority, the ability, at any time, to inspect more than 20 percent of the contract units.

6. If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, AHA must re-inspect 100 percent of the contract units in the building.
7. AHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. AHA must take into account complaints and any other information coming to its attention in scheduling inspections.
8. AHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS. (Family HQS obligations are specified in 24 CFR 982.404(b).
9. In the case of AHA-owned units, the inspections required under this section must be performed by an independent agency designated in accordance with 24 CFR 983.59, rather than by the AHA.

H. INELIGIBLE UNITS

The AHA may not attach or pay PBV assistance for units in the following housing types:

1. Shared housing;
2. Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
3. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. However, the AHA may attach PBV assistance for a dwelling unit in an assisted living facility that provides home health care services such as nursing and therapy for residents of the housing;
4. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
5. Manufactured homes;
6. Cooperative housing; or transitional housing;
7. Owner occupied housing;
8. High-rise elevator project for families with children (unless there is no practical alternative and HUD approves); and
9. Certain types of subsidized housing as identified in 24 CFR 983.54.

Proposals including units in ineligible housing types will be rejected.

I. SITE SELECTION STANDARDS

1. Standards that apply to all forms of housing (24 CFR 983.57)

The following standards must be met for the site to be considered acceptable for the project-based voucher program:

- a. Must comply with PBV goals, civil rights requirements, and HQS.
- b. Must be consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the AHA Agency Plan and Administrative Plan. In determining whether a proposed PBV development will be selected, the AHA will consider any of the following:
 - i. Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
 - ii. Whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
 - iii. Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;
 - iv. Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
 - v. Whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
 - vi. If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the AHA will consider whether in the past five years there has been an overall decline in the poverty rate; and
 - vii. Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.
- c. The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of: I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d (4));
- d. HUD's implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601- 3629);
- e. HUD's implementing regulations at 24 CFR parts 100 through 199;
- f. Executive Order 11063 (27 FR 11527; 3 CFR, 1959-1963 Comp., p.652);
- g. HUD's implementing regulations at 24 CFR part 107. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5); and
- h. HQS site standards at 24 CFR 982.401 (I) must be met.

- 2. A site for existing or rehabilitated (to be rehabilitated) housing must meet the following site and neighborhood standards. The site must:**
 - a. Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
 - b. Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
 - c. Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
 - d. Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

- 3. A site for newly constructed housing (housing to be constructed) must meet the following site and neighborhood standards:**
 - a. The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
 - b. The site must not be located in an area of minority concentration, except as permitted under paragraph c3 of this section, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
 - c. A project may be located in an area of minority concentration only if:
 - i. Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside of areas of minority concentration; or
 - ii. The project is necessary to meet overriding housing needs that cannot be met in that housing market area.
 - d. The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
 - e. The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress, a concerted program to remedy the undesirable conditions.

- f. The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- g. Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

J. OWNER APPLICATION FORMAT

The Owner Application for the Project-Based Voucher Program will contain the following requirements:

1. Project Description of the units to be rehabilitated or constructed including:
 - a. Number of units by size (square footage), bedroom count and bathroom count;
 - b. Unit plans;
 - c. For rehabilitation, a description of the property as is, and a description of the proposed rehabilitation clearly specifying work items;
 - d. Sketches of the rehabilitation or construction;
 - e. Listing of amenities and services;
 - f. Estimated date of completion; and
 - g. Itemized construction and cost estimate.
2. Evidence of site control (e.g., deed, purchase contract, option).
3. New construction site description - For new construction only, description of the proposed site, site plan and neighborhood.
4. Evidence of zoning compliance, or evidence that required rezoning is likely to occur and will not delay the project.
5. Proposed contract (total) rent per unit, including an indication of which utilities, services, and equipment are included in the rent and which are not included.
6. Project utility costs - for each utility that is not included in the rent, an estimate of the average monthly utility cost for each unit type for the first year of occupancy.
7. A statement identifying the number of persons (families, individuals, businesses and non-profit organizations) occupying the property on the date of the submission of the application; the number of such persons to be displaced, temporarily relocated or moved permanently within the building or complex; and the estimated cost of relocation payments and services, and the sources of funding. Where relocation will be necessary, a relocation plan will be required.
8. Where there is no displacement or relocation required, a certification that there will be no displacement of residential tenants from units to be assisted.

9. Participation Identification - identification of the following, including the names of officers, principal members, shareholders and investors of each:
 - i. Owner
 - ii. Developer
 - iii. Builder
 - iv. Architect
 - v. Management Agent
 - vi. Other Participants
 - vii. Other parties having a substantial financial interest in the Agreement or HAP Contract or in any proceeds or benefits arising from the agreement or HAP Contract (e.g., consultants for the application, or in the planning, development or implementation of the project).
10. Information on qualifications and experience of the principal participants.
11. Disclosure of possible conflict of interest by any of the parties that would be a violation of the Agreement or HAP Contract (e.g., parties who are PHA members, local officials, or members of Congress).
12. Disclosure of previous participation in HUD Programs - a disclosure must be completed in accordance with instructions for the principals such as the owner; developer; prime contractor; management agent; consultants; and architects and attorneys, who have any interest other than an arm's length fee arrangement for professional services.
13. Project Management Plan - The owner's plan for managing and maintaining the units.
14. Evidence of financing or lender interest and the proposed terms of financing.
15. Disclosure of other government assistance including tax credits as required by 24 CFR 12.32.
16. Disclosure of current mortgage amount or other amounts liened against property (if it is an existing structure).
17. Evidence of current real estate taxes and insurance premiums (if existing structure).

K. OWNER SUBMISSION OF APPLICATIONS

1. Applications for Project-Based Vouchers will be available only in response to an advertised Request for Proposals (RFP) for PBV units.
2. Owner applications and information packets will be available at the time that the PBV advertisement is published and can be requested in accordance with the information in the advertisement. At AHA's discretion, additional information may be provided at pre-proposal conferences or workshops.

3. Each owner application will be date and time stamped when received by the AHA and will only be accepted in accordance with the advertised instructions. Any application received after the RFP due date will not be considered.
4. Only those applications in response to an RFP will be considered.

L. AHA NOTICE OF OWNER SELECTION

AHA will give prompt written notice to the party that submitted a selected proposal(s).

M. AHA OWNED UNITS

An AHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the AHA-owned units were appropriately selected, based on the selection procedures specified in the AHA administrative plan. Under no circumstances may PBV assistance be used with a public housing unit.

N. FAMILIES RECEIVING SUPPORTIVE SERVICES

When supportive services for qualifying families are included as a component of the PBV development, the AHA will apply the 25 percent per building cap exception standard as stated in 24 CFR 983.56. For a project to qualify for the exception, the AHA will consider the following supportive services:

- a. Case management and social service programs;
- b. Self-sufficiency programs;
- c. Adult education and other related training programs; and/or
- d. Programs pertaining to health/wellness, finance and computers.

The AHA will establish annual monitoring of the supportive services component and ensure only families eligible for supportive services occupy PBV excepted units.

O. OCCUPANCY

1. AHA may select families who are participants in AHA's tenant-based voucher program and families who have applied for admission to the voucher program.
2. Except for voucher participants (determined eligible at original admission to the voucher program), AHA may only select families determined eligible for admission at commencement of PBV assistance in accordance with 24 CFR 983.251.
3. An eligible family residing in a proposed contract unit on the proposal selection date is considered an "in-place" family. If a unit to be placed under contract that is either an existing unit or one requiring rehabilitation is occupied by an eligible family on the proposal selection date, the in-place family must be placed on AHA's waiting list (if the family is not already on the list) and, once its continued eligibility is determined,

given an absolute selection preference and referred to the project owner for an appropriately sized PBV unit in the project. (However, AHA may deny assistance for the grounds specified in 24 CFR 982.552 and 982.553.) Admission of such families is not subject to income-targeting under 24 CFR 982.201(b)(2)(i), and such families must be referred to the owner from AHA's waiting list. The AHA shall give such families priority for admission to the PBV program. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

4. Applicants who will occupy PBV units must be selected by AHA from the AHA waiting list. The AHA must select applicants from the waiting list by date and time of application and based upon preference.
5. AHA will use its Housing Choice Voucher waiting list for admission to PBV units and will offer PBV assistance to applicants interested in such PBV units.
6. AHA will place families referred by the PBV owner on its waiting list.
7. In selecting families to occupy PBV units with special accessibility features for persons with disabilities, AHA must first refer families who require such accessibility features to the owner (24 CFR 8.26 and 100.202).
8. If a family refuses AHA's offer of PBV assistance, such refusal does not affect the family's position on the AHA waiting list for tenant-based assistance.
9. If a PBV owner rejects a family for admission to the owner's PBV units, such rejection by the owner does not affect the family's position on AHA waiting list for tenant-based assistance.

P. LEASING OF CONTRACT UNITS

During the term of AHA contract, the owner must lease contract units only to eligible families selected and referred by AHA from AHA waiting list. The owner is responsible for adopting written tenant selection procedures consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

The contract unit leased to each family must be appropriate for the size of the family under AHA's subsidy standards.

Q. REGULATORY REQUIREMENTS

The Project-Based Voucher Program is regulated by HUD requirements found in 24 CFR 983, and by HUD Memorandums; PIH Notices; HUD Guidebooks and other applicable law. Where provisions of this section conflict with such regulatory requirements, the regulatory requirements will control.