

# **FORT WORTH HOUSING SOLUTIONS**

## **Housing Choice Voucher**

# **Administrative Plan**

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# **HOUSING VOUCHER ADMINISTRATIVE PLAN**

## **1.0 OVERVIEW**

### **1.1 INTRODUCTION**

The Fort Worth Housing Solutions (FWHS) was established in 1938 and was empowered with the responsibility and authority to maintain the public housing program for the City of Fort Worth. By the early 1970's, the federal government pursued the possibility of another form of rental assistance that would permit low-income families to select privately owned rental units in the community at large rather than be concentrated in public housing sites. Accordingly, Congress created the Housing Voucher Rental Assistance Program in the Housing and Development Act of 1974, which provides housing assistance payments, paid directly to private owners who lease their rental units to eligible Housing Voucher holders. The family pays a portion of the rent (based upon the household income) directly to the owner for rent.

FWHS received its first allocation of housing vouchers in 1975. All initial voucher allocations and subsequent voucher allocations were converted to the Housing Choice Voucher Program by October 1, 2001. The Administrative Plan primarily covers the Housing Voucher Tenant Based Program and provides some guidance and policies for the Single Room Occupancy (SRO), and Contract Administration Programs.

The Housing Voucher Administrative Plan does not repeat the Department of Housing and Urban Development (HUD) regulations governing the operation of the Housing Voucher Tenant Based Program and other aforementioned programs. Its purpose is to detail the policy of FWHS where regulations have permitted flexibility for local agencies to develop a policy or method of operation best suited for the community. FWHS will fully comply with all regulations for the Housing Choice Voucher Program as published in the Code of Federal Register (24 CFR). It shall also comply with all Federal, State and local fair housing laws and property laws concerning rental properties.

### **1.2 PROGRAM OBJECTIVES**

Fort Worth Housing Solutions overall plan for the Housing Voucher Tenant Based Program is designed to achieve three major objectives:

- A. As much as possible, within program restrictions, encourage freedom of housing choice and de-concentration of assisted housing into areas outside of those in which poverty and/or minority households are concentrated; and
- B. Provide improved living conditions for low-income families while maintaining housing expenses at an affordable level.
- C. Provide assistance to as many families as HUD funds will permit.

### **1.3 STAFFING**

The administration of the Housing Voucher Tenant Based Program is accomplished under the direction of the Assisted Housing Department through in-house staff.

All ongoing functions of the program and the assurance that the program regulations are being met are handled by the Assisted Housing Department. The Assisted Housing Department is assisted by the Administrative Services Department, which provides budget, accounting, MIS support, and the Resident Services Division, which provides supportive services. All departments are located in the Central Administrative Office of FWHS for ease of communications and workflow. The in-house staff also administers the Single Room Occupancy (SRO).

### **1.4 MERGER**

As a result of the Quality Housing and Work Responsibility Act of 1998, the housing certificate and voucher tenant based assistance programs were merged into one Housing Voucher Program called the Housing Choice Voucher Program (HCVP).

- A. The merger of the certificate and voucher programs was completed October 1, 2001.
- B. All initial contracts for new participants and for families moving from one unit to another with continued assistance are processed under the Housing Choice Voucher Program.
- C. Program participants may not have a calculated Total Tenant Payment (TTP) of more than 40% of their adjusted income for any unit under a **new** contract effective October 1, 1999 and thereafter. Families who have continued participation under a contract where rents exceed the payment standard do not have to meet the 40% requirement.

## **2.0 EQUAL OPPORTUNITY**

### **2.1 FAIR HOUSING**

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

No person shall, on the ground of race, color, sex, religion, actual or perceived sexual orientation or gender identity, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by Fort Worth Housing Solutions.

To further its commitment to full compliance with applicable Fair Housing laws, FWHS will provide information on governmental discrimination laws to applicants and participants in the Housing Choice Voucher Program, including the Housing Discrimination Hotline number: 1-800-669-9777. It shall include information on any recourse available to victims of discrimination. Such information will be made available at the time of an application interview and during the voucher briefing. Applicable fair housing information and discrimination complaint forms will be made available at FWHS office. In addition, all advertisements and pertinent written information by FWHS will contain the appropriate Equal Opportunity language and logo.

FWHS will assist a family that believes they have suffered illegal discrimination by providing copies of the housing discrimination form. A claims form must be filed with either the Human Relations Commission or HUD. FWHS staff will refer the applicant/participant to the Human Relations Commission of the City of Fort Worth for assistance in completing and filing the claim.

### **2.2 REQUIRED POSTINGS**

FWHS will post the following in a conspicuous place in the administrative office:

- A. The Housing Voucher Administrative Plan;
- B. Notice of the opened or closed status of the waiting list;
- C. Hours of operation, telephone numbers, address of administrative office, etc;
- D. Income limits for admission;
- E. Informal Review and Informal Hearing procedures;
- F. Fair Housing poster; and
- G. Equal Opportunity Housing poster

## **2.3 REASONABLE ACCOMMODATION**

Persons with disabilities, who may need a reasonable accommodation in order to take full advantage of FWHS Housing Choice Voucher Program and related services, may request and be granted an accommodation. Any such requests must be made in writing. If needed as a reasonable accommodation, FWHS will assist the individual in completing the Request Form.

When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible.

This policy clarifies how families can request an accommodation and provides the guidelines FWHS will follow in determining whether it is reasonable to provide the requested accommodation.

Because disabilities are not always apparent, FWHS will ensure that all applicants/participants are aware of the opportunity to request a reasonable accommodation. FWHS will provide all applicants with the Request Form as an attachment to FWHS application. The Request for Reasonable Accommodation Form must be provided in an alternative format, upon request. Notifications of recertification, inspection, appointment, termination or other request for action by the participant will include information on how to request a reasonable accommodation.

All decisions granting or denying reasonable accommodation requests will be in writing from the appropriate division supervisor.

### **MEDICAL MARIJUANA USE AS A REASONABLE ACCOMMODATION (§5.403) (HUD General Counsel Opinion on Medical Marijuana, 1/20/2011)**

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. FWHS may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs1-2).

Person(s) seeking a reasonable accommodation to allow the use of medical marijuana are not “individuals with a disability” under Section 504 or the ADA and therefore do not qualify for a reasonable accommodation to allow the use of medical marijuana. Furthermore, because such requests are tantamount to requests to become an illegal drug user, FWHS is prohibited from granting such a request (HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pg 6).

## **2.4 DEFINITION OF DISABILITIES/REASONABLE ACCOMMODATION**

A. Disability – The definition of disability for the purpose of reasonable accommodation is different than the definition used for admission. The Fair Housing definition used for this purpose is: “A person with a physical or mental impairment that substantially limits one or more major life activity, has a record of such impairment, or is regarded as having such impairment.” (The disability may not be apparent to others; i.e., a heart condition.)

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, and learning.

B. Reasonable Accommodation – The request must meet three criteria in order to be determined a reasonable accommodation:

1. The accommodation is needed to facilitate the business of the Authority; i.e., a home visit for an annual recertification for a household participant;
2. The requested accommodation will not create an undue financial hardship or administrative burden on Fort Worth Housing Solutions or the voucher program;
  - a. Providing a translator for the deaf would not be considered a financial hardship.
  - b. Alterations to privately owned property units would not be attempted or financed by the Authority. The Authority will provide some assistance to the family in locating funds that may be available from a property owner, a non-profit organization, or other local or governmental resources for the requested property alterations.

3. The requested accommodation will not violate or release applicant/participant from any family obligation under the program.

Generally the family knows best what accommodation is needed; however, FWHS retains the right to make the determination whether the requested accommodation enables the individual to access or use one or more of Fort Worth Housing Solutions' programs or services.

If more than one accommodation is equally effective in providing access to the program or service, FWHS retains the right to select the most efficient or economic accommodation.

Any request to make physical modifications to a dwelling unit at the applicant/participant's own expense is to be made directly to the property owner/manager. The Housing Authority does not have responsibility for an owner's unit and does not have the authority or responsibility to make the unit accessible. Requests for changes in voucher size must be necessary and financially feasible to program operations.

## **2.5 LANGUAGE ACCESS PLAN**

Fort Worth Housing Solutions (FWHS) is committed to insuring that all applicants and participants in housing programs are able to fully engage in agency services and understand program guidelines as established by HUD as well as agency policy. In an effort to affirmatively further fair housing and comply with federal regulations, FWHS has implemented a Language Access Plan for those with Limited English Proficiency (LEP), including the hearing impaired, sight impaired and those with limited literacy.

In order to serve LEP families, the Housing Authority implements the following activities:

### **1. Documents**

FWHS has translated critical documents necessary to provide services and to insure applicants and participants are able to fully access housing programs. Translated documents include applications for housing assistance, request for reasonable accommodation, hardship exemption request, notice of Informal Review/Informal Hearing Process and other documents regarding the rights of participants and program information. Translated documents are available to staff in a shared network file.

Applicants and participants with limited literacy skills may request that staff read documents to them in order to insure understanding of the information.

All FWHS-created documents are available in large print upon request.

### **2. Notices**

FWHS displays notices in its Administrative Offices and Property Management Offices regarding the availability of translated documents, Fair Housing compliance and the use of telephone translation services for the hearing impaired. Such notices are also posted to the agency website. Spanish notices are displayed for translated documents and Fair Housing compliance.

### 3. Translation Services

Applicants may request FWHS provide translation for office visits. FWHS currently has bilingual employees on site, most of whom are available for translation.

In the event a language translation is required outside of the scope or availability of FWHS staff, FWHS will arrange for an interpreter service at no charge to the client. In addition, a client may use, at his/her own expense, an interpreter of his/her own choosing.

Applicants and participants who are hearing impaired may use Relay Texas 711 telephone translation services or other comparable service when calling or receiving calls from FWHS. This service also provides telephone translation services for sight impaired and Spanish speaking persons.

At the request of the applicant or participant, FWHS will arrange for an interpreter service at no charge to the client. In addition, a client may use, at his/her own expense, an interpreter of his/her own choosing.

In lieu of providing sight impaired applicants and participants with Braille documents, FWHS implements the HUD approved alternatives of either reading each document to the client, or providing a recording of document text.

### 4. "I Speak" Cards

FWHS has a template of "I Speak" cards used by the US Census Bureau which has been modified by the creator to include additional African languages. Sixty-six (66) languages are listed. The cards are available to all staff to be used in determining what language an applicant or participant speaks for the purpose of providing appropriate interpretation.

All LEP families will be identified on the computer and in their file as to their primary language so that appropriate resources can be identified in advance of the family's needing assistance with an appointment. Lastly, the Housing Authority will provide training to current and new staff on an annual basis about the resources available for LEP families and how to utilize these resources for participating families.

## **2.6 APPLICANT/OWNER OUTREACH**

Tenant Based Assistance – FWHS continues to publicize and disseminate information on an as needed basis concerning the availability and nature of housing assistance for low-income families and issues public invitations to property owners to make dwelling units available for leasing by eligible families.

Program demographics are periodically reviewed to identify under-served populations and to obtain statistics on the location of housing voucher assisted units within the City of Fort Worth.

Project Based Assistance – The sponsors of the SROs distribute flyers and information to the City’s homeless shelters and homeless social service providers. They provide information at Homeless Coalition meetings as needed.

### **A. APPLICANT OUTREACH**

1. **PAID ADVERTISEMENTS AND/OR PRESS RELEASES:** FWHS publicizes the availability and nature of the Housing Choice Voucher Program for low-income families through the Fort Worth Star Telegram, which is a general circulation newspaper as well as minority newspapers such as La Vida News, El Informador or the Jewish Post, and other general circulation advertisement papers such as the Green Sheet, the Thrifty Nickel, or the Senior News on an “as needed” basis. Paid advertisements are in compliance with Equal Opportunity Housing regulations and contain the Equal Opportunity language or logo. Public service announcements are utilized through local radio and TV media when made available by the media.
2. **COMMUNITY CONTACTS:** FWHS has developed working relationships with area community service organizations and social service agencies. Copies of press releases are mailed to community service organizations and service agencies. Flyers and brochures are also developed and utilized for advertisement purposes to the general community. FWHS holds support group meetings as a program link between community organizations and FWHS. Staff also attends meetings held by various community organizations, such as the Tarrant County Homeless Coalition, Workforce Commission, etc., to distribute information to the organization members.
3. **SPECIAL OUTREACH –** Outreach efforts are determined by the Operations Supervisor through a review of program demographics and wait list statistics. Based on the aforementioned review, an outreach plan is developed for initial program start-up, opening and closing the waiting list and special program outreach. Outreach efforts are intensified for groups who have been identified as under-served by increasing



advertisements in minority newspapers, making contact through flyers, brochures or personal calls to service agencies serving the under-served population and/or contacting minority radio or TV stations to solicit the use of public service announcements.

- A. OWNER OUTREACH – Fort Worth may utilize various print media as well as radio and TV public service announcements to solicit owner participation in the Housing Choice Voucher Program. FWHS also takes advantage of opportunities to speak at various functions sponsored by organizations that may reach a number of property owners, such as the Tarrant County Apartment Association or the Fort Worth Board of Realtors.
1. LANDLORD PACKET – FWHS distributes an information packet to prospective property owners interested in the Housing Choice Voucher Program. The packet includes general information regarding program regulations, a flow chart on how FWHS processes housing assistance payment contracts, housing quality standard information, a sample HAP Contract, Tenancy addendum and other pertinent information. The packets are sent to property owners and property managers who request information on the Housing Choice Voucher Program. New Housing Voucher landlords are also given copies of the packet.
  2. PERSONAL CONTACT – The Housing Inspection Supervisor, assisted by the Assisted Housing Manager, are primarily responsible for new landlord orientations. Landlord orientation meetings are held on a regular basis; new and/or interested property owners may attend, receive data and written information on the voucher program operations. Upon request, the Housing Inspection Supervisor will meet a new landlord on-site and conduct a brief on-site inspection of the unit. An official Housing Quality Standard Inspection is not completed unless an eligible applicant submits a Request for Tenancy Approval.
  3. COMMUNITY CONTACTS – The Housing Inspection Supervisor contacts non-participating property owners and property management firms on a continuing basis in an effort to expand the use of housing vouchers throughout the City of Fort Worth. Targeted mailing lists may be developed for non-minority or low poverty areas.
  4. FWHS staff holds regularly scheduled general landlord meetings to orient all new landlords, answer program questions, and assist participating landlords in understanding program rules.
  5. FWHS solicits input on various program issues, forms and advertisements.

## **2.7 RIGHT TO PRIVACY**

FWHS complies with the Federal and State laws regarding open records and privacy rights.

All adult members of both applicant and participant households are initially required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice* and another copy of the form is executed at each annual or interim recertification. The *Authorization for Release of Information and Privacy Act Notice* state how family information will be released and includes the *Federal Privacy Act Statement*. FWHS also requires all applicants/participants to execute a general release for information on income, assets, criminal history, child support, etc. Executed forms expire fifteen (15) months after date of signature. FWHS also has a statement to obtain criminal history information on its application for FWHS and a criminal history authorization form applicant signs at the time of the interview. FWHS also provides the applicant/participant with a notice that FWHS participates in any and all electronic information matching programs available for income, benefits, criminal history, sex offenders etc. Notice is provided to all applicants/participants at Intake interview and at annual and interim recertification's.

### **3.0 ELIGIBILITY FOR ADMISSION**

#### **3.1 INTRODUCTION**

Admission to the housing voucher assistance program is limited to low income households, which are defined as households with an annual income no higher than 80% of the area median income, with adjustments for family size; however, 75% of new admissions to the program must have an annual income at or below 30% of median income.

There are five eligibility requirements for the housing voucher rental assistance program:

- A. Qualifies as a family;
- B. Has an income within the income limits;
- C. Meets citizenship/eligible immigrant criteria;
- D. Provides documentation of Social Security Numbers; and
- E. Signs consent authorization documents

#### **3.2 ELIGIBILITY CRITERIA**

##### **A. FAMILY COMPOSITION ELIGIBILITY**

Family – Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- 1. A single person, who may be an elderly person, displaced person, disabled person, or any other single person; or
- 2. A group of persons residing together, and such group includes, but is not limited to:
  - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family).
  - b. Elderly Family – A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.
  - c. Near Elderly Family – A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age

but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

- d. Disabled Family – A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
- e. Remaining member of a family – Individual or individuals other than a co-head or a live-in aide, who are remaining in a unit subsidized through the Housing Choice Voucher Program due to the death or termination of the head of household. (See *definition in the glossary*)
- f. Displaced Family – An individual or family as previously described, who has been displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise, formally recognized pursuant to Federal disaster relief laws, or an individual or family who has been displaced from their housing unit as a result of hate crimes, domestic violence, cooperation as a witness with a law enforcement agency, or modernization or disposition of public housing units by the Authority.

*Sexual Orientation* means homosexuality, heterosexuality or bisexuality.

*Gender Identity* means actual or perceived gender-related characteristics.

## B. INCOME ELIGIBILITY AND TARGETING

- 1. Income limits are published by the Department of Housing & Urban Development (HUD) on an annual basis. The family's gross household income at initial eligibility must be within the income limits of one of the following:
  - a. An extremely low-income family – gross household income does not exceed the higher of 30% of the median income or the federal poverty level for the family size.
  - b. A very low-income family – gross household income is at or below 50% of the median income for the family size.
  - c. A low-income family – gross household income is at or below 80% of the median income for the family size.

2. Income limits apply only at admission and are not applicable for continued occupancy. As directed by HUD, 75% of all new admissions to the housing voucher tenant based program must be extremely low-income families; i.e., the gross household income must be at or below 30% of the median income for the family size. 25% of all new admissions may be very low income or low-income families.

FWHS shall have the discretion, at least annually, to exercise the “fungibility” provision of the Quality Housing and Work Responsibility Act (QHWRA) by admitting less than 40% of extremely low-income families to public housing in a fiscal year, to the extent that FWHS has provided more than 75% of newly available vouchers and certificates to extremely low-income families.

3. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the Housing Choice Voucher Program. If the family elects to be portable with the housing voucher, the family may only use the voucher to rent a unit in the area where the family is income eligible at admission to the program.
4. Families moving into the jurisdiction of FWHS under portability, who have the status of applicant rather than participant at their initial housing authority, must meet the income limit for the jurisdiction of Fort Worth Housing Solutions.
5. Families moving into Fort Worth Housing Solutions’ jurisdiction under portability who are program participants at their initial housing authority do not have to meet the income eligibility requirements for FWHS program.
6. Income limit restrictions do not apply to families moving from one unit to another within FWHS Housing Choice Voucher Program.
7. Families with a reported income that is unstable or insufficient to cover conservative living expenses, or those who are dependent on self-certification and/or income certification by a family member must agree to apply for all eligible sources of benefits or income and provide FWHS with confirmation of the application and its status. The head of household and spouse, as well as any other adult in the household who are not full time students or classified as disabled must attend the job fairs sponsored by FWHS and provide documentation required by FWHS regarding their search for employment. Failure to maintain this requirement will result in withdrawal of the housing voucher.

### C. CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

To be eligible, each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a (a)).

A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status with the following exceptions:

1. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Addendum F for calculating rents under the non-citizen rule); or
2. Family without any eligible member who was receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

### D. SOCIAL SECURITY NUMBER DOCUMENTATION

The Social Security numbers of all family members must be provided. There is a 90-day period during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security number of a family member under the age of 6 years. An extension of one additional 90-day period must be granted if FWHS determines that the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant.

Applicants for the Section 8 Moderate Rehabilitation Single Room Occupancy program for homeless individuals have 90 days after admission into the program to provide appropriate documentation.

### E. CONSENT FORMS

In order to be eligible each family head, spouse and any member of the household who is at least eighteen (18) years of age, must sign HUD approved consent forms as designated by FWHS. The consent form will permit FWHS to obtain material and information necessary from State Wage Information Collection Agencies (SWICA), the IRS, SSA, EIV, current or previous employers, and any other relevant agency or corporation to complete an application and verify the eligibility requirements for admission or continued occupancy.

1. Signed consent form expires 15 months after date of signature.

## F. ELIGIBILITY SCREENING

If during the screening process it is disclosed that the applicant owes money to FWHS or another housing subsidized program, an application withdrawal letter will be sent to the applicant. The effective date of the withdrawal letter will be ten (10) days from the date of the letter. If applicant pays the monies owed prior to the effective date of the withdrawal letter, the applicant will remain on the waiting list and Admissions will follow its routine eligibility process.

FWHS determines eligibility for participation and will also conduct criminal background checks on all household members sixteen (16) years of age and older, including live-in aides. This check will be made through state or local law enforcement or court records by FWHS staff and/or through contact with an outside agency. If the individual has lived outside the local area, FWHS may contact a law enforcement agency where the individual lived or request a check through the FBI's National Crime Information Center (NCIC).

FWHS reserves the right to obtain background checks through the FBI's National Crime Information Center (NCIC) on any applicant/participant.

FWHS will deny assistance to a family who has a history of drug related criminal activity or violent criminal activity by any household member or registered sex offender as detailed in the SEDACA policy (Addendum D).

FWHS reviews its past records for previous tenancy violations and debts and information from other agencies on subsidized tenancies that may affect the participant's eligibility. Any family that has been terminated from a previous subsidized tenancy for cause (an infraction of a lease, program regulation, or FWHS policy) is not eligible to claim a preference; however, their eligibility status would be dependent upon the infraction and the current remedy for the infraction.

When FWHS has been notified of an income or household discrepancy under a governmental computer-matching program, the applicant must supply any and all records required by FWHS for the period of time included under a computer matching program notification. FWHS must then determine if any retroactive monies may be due to FWHS or another housing agency for overpaid housing assistance. Failure to provide FWHS with sufficient information within thirty (30) days from the date of the letter notifying applicant of the need for additional information will result in withdrawal of the housing voucher.

Family may not reapply for any type of assistance through FWHS without providing the previously requested information, satisfying the income discrepancy and paying in full any retroactive monies due.

Additional applicant screening is the responsibility of the owner. If available, FWHS provides the name and telephone number of the previous two landlords of

the applicant/participant to the prospective new landlord. Determining tenancy acceptability is the responsibility of the owner/landlord.

FWHS will deny wait list eligibility and/or voucher eligibility to anyone who owes an outstanding debt to FWHS or another housing agency for previous voucher, project based assistance or public housing tenancy.

An applicant who has been terminated from a FWHS housing program for fraud, criminal activity, or non-payment of rent to FWHS, must wait a period of five (5) years before being eligible for the wait list. Based on the SEDACA policy, there are some crimes that have life-time bans or have a ten year waiting period before eligibility for readmission.

No applicant who has been a victim of domestic violence, dating violence, sexual assault or stalking shall be denied admission into the program if they are otherwise qualified.



## **4.0 ESTABLISHING AND MAINTAINING THE WAIT LIST**

### **4.1 OPENING/CLOSING/PURGING THE WAIT LIST**

- A. **OPENING THE LIST:** Opening of the waiting list will be announced via public notice. The public notice will state where, when, and how to apply, and will be published in a local newspaper of general circulation, and by any special interest media that may be available to assist FWHS with its special outreach efforts to reach underserved populations. The public notice will state whether the opening is a general opening of the list, is limited to a population to serve a special allocation of units, or meet a specific HUD requirement.

The advertisements will include the Fair Housing slogan or logo and otherwise be in compliance with Fair Housing requirements.

- B. **CLOSING THE LIST:** Closing of the waiting list will be in accordance with HUD regulations and will at a minimum, be announced on the telephone waiting list information line and be posted in the Authority's Administrative office. Flyers and notices will also be mailed to various civic and non-profit agencies whose clientele will be affected by the closing. A mailing list of community and service organizations is maintained by FWHS. Any non-profit agency may request to be included on the mailing list.
- C. **PURGING THE LIST:** FWHS Staff reviews the waiting list and number of families it is able to serve periodically. The wait list may be closed when the number of families on the wait list exceeds the number of families FWHS may serve within the following twelve (12) month period. When application dates become "old" and the number of families responding to an application interview notice decreases, FWHS may elect to purge the wait list.

A notice is sent to all families on the wait list. Applicants are instructed to complete and return the bottom half of the notice if they are interested in remaining on the Housing Choice Voucher wait list. Applicants are withdrawn from the wait list if:

1. The completed notice is not returned by applicant;
2. Applicant notices are returned as "undeliverable" or "address unknown" by the U.S. Postal Service; or
3. Notice is returned and applicant has indicated they are no longer interested in tenant based assistance.

The housing voucher wait list will then consist of all Applicants who remain active after the purge. FWHS reviews the “new” wait list numbers and demographics to make a determination on whether or not the wait list should be open or closed to new applicants.

## **4.2 PRE-APPLICATIONS**

- A. PHASE ONE – The first phase consists of a pre-application form that is utilized for establishing a housing voucher Wait List. All applicants must complete a pre-application form. The purpose of the form is to capture all data that is needed to establish a computer generated wait list.

Data may include, but is not limited to: name, address, telephone number, social security number of applicant along with the names and relationship of members that are to be included in the family’s household, the gross income received or earned by each member of the household, any assets held by the members of the household, information on any local preferences for which the applicant may be eligible, special accommodations that may be requested, etc. The completed pre-applications are entered into the computer and only previous tenancy history with FWHS is verified at this time. (An applicant who has provided information or statements on a previous pre-application, application, or tenancy with intent to deceive FWHS in establishing their eligibility or continued assistance will have the pre-application/application withdrawn and they may not reapply or have their name placed on the waiting list for a minimum of one (1) year from the date of withdrawal.) The severity of the omission or incorrect data will be considered during the eligibility determination on any pre-application submitted subsequent to the withdrawn application.

- B. PHASE TWO – The second phase which consists of an eligibility interview and the completion of a full computer generated application for assistance may be implemented under one of the following methods:
1. Interviews are processed when the applicant nears the top of the waiting list and FWHS anticipates a housing voucher will be available for the family in a time frame that will ensure all income and family composition verification is current.
  2. Interviews for completion of an application are processed by lottery number. All information submitted by applicant during the eligibility interview is verified by third party confirmation. Those with verified applications continue to be processed for eligibility determination and issuance of a housing voucher.

### **4.3 PREFERENCES**

FWHS has established the following local preferences to be applied to all applicants for the Housing Voucher Tenant Based Program:

- A. **DISPLACED FAMILIES** – For purposes of the local preference only, the definition of a displaced family is: an individual or family displaced as a result of a natural disaster, government action (eminent domain), domestic violence, HUD disposition of a multi-family complex (which includes moves necessary due to modernization or demolition programs instituted by FWHS), disposition of Public Housing units owned by FWHS, including sale of Scattered Site units, individuals living in Public Housing deemed uninhabitable by FWHS, conversion of Public Housing units to Rental Assistance Demonstration (RAD) and an individual or family who must move due to hate crimes or because they have agreed to testify for a legal proceeding regarding a criminal action. The housing voucher wait list always remains open to applicants who qualify for this preference.
- B. **HOMELESS COLLEGE STUDENTS** – Ten vouchers will be set aside for homeless students who are residing in homeless shelters and enrolled fulltime in a local accredited college or university’s special program for homeless students. Applicants must be referred by the program in accordance with provisions outlined in a Memorandum of Agreement between FWHS and the college or university.
- C. **SPECIAL ACCOMMODATION (HANDICAPPED) PREFERENCE** – An individual or family who has applied for, or is residing in a FWHS public housing unit but whose special needs cannot be economically met in one of the public housing sites will receive a preference under the Housing Choice Voucher program.
- D. **NURSING FACILITY RESIDENT PREFERENCE** – Ten vouchers will be set aside for persons who are discharged from a nursing facility who are referred through an authorized program such as “Money Follows the Person”, and for which there is a Memorandum of Agreement with FWHS.
- E. **FAMILY UNIFICATION PROGRAM (FUP) PREFERENCE** – In the event FWHS is awarded a HUD FUP grant, 100 vouchers will be set aside for families for whom the lack of adequate housing places them at risk of having their children removed from the home or will delay the return of children to the home, or youths at least 18 years old and not more than 21 years old who left foster care at age 16 or older and do not have adequate housing. Referrals for Family Unification must be made by Child Protective Services of Texas.

Referrals to the waiting list will be certified for eligibility and will maintain their original position on the waiting list after certification. Eligible families and youths will be placed on the waiting list on a first come, first served basis.

- F. HOMELESS WORK TRAINING PREFERENCE – Ten vouchers are set aside for homeless persons referred through the Texas Workforce Solutions special employment program, Project WISH, for the homeless. Applicants must be referred in accordance with provisions outlined in a Memorandum of Understanding with FWHS and Texas Workforce Solutions.
- G. PERMANENT SUPPORTIVE HOUSING “MOVE UP” PREFERENCE – 150 vouchers will be set aside for individuals or families moving up from a local Continuum of Care Permanent Supportive Housing program.
- H. MHMR OF TARRANT COUNTY – 40 vouchers are set aside for homeless persons with mental illnesses who are referred by MHMR of Tarrant County. 39 of the vouchers are used for “Project 19”, and one is used for “Mothers in Transition”, a program for pregnant homeless mothers or homeless mothers with infants. Applicants must be referred by MHMR in accordance with provisions outlined in a Memorandum of Agreement between FWHS and MHMR of Tarrant County.
- I. HOMELESS FAMILIES WITH CHILDREN – 20 vouchers are set aside for homeless families with children in the Fort Worth Independent School District. Applicants must be referred by the Fort Worth Independent School District in accordance with provisions outlined in a Memorandum of Agreement between FWHS and FWISD.
- J. TARRANT COUNTY HOMELESS COALITION (TCHC) - 50 vouchers are set aside for the homeless. Applicants must be referred by TCHC in accordance with provisions outlined in a Memorandum of Agreement between FWHS and TCHC.
- K. LOCAL PREFERENCE INELIGIBILITY – An applicant may not claim a local preference for a housing voucher housing application if the family failed to complete their recertification requirements, moved without notice, owes money under any subsidized housing program, or left a previous tenancy under a housing voucher program in violation of the family obligations. These obligations include, but are not limited to:
  - 1. Property unit failing HQS requirements due to tenant related damages or non-payment of utilities;
  - 2. Failure to meet tenant rent obligations;
  - 3. Failure to supply information requested by FWHS to resolve any questionable circumstances regarding previous tenancy and termination;
  - 4. Failure to provide required documentation to support preference claim.

#### **4.4 ORGANIZATION OF THE WAIT LIST**

- A. **COMPUTER ENTRY** – All pre-applications are entered into the computer to establish the wait list. The Admissions Department staff reviews the entries to determine:
1. If the applicant owes FWHS monies from a previous tenancy;
  2. If pre-application indicates applicant has previously received assistance from another assisted housing program, staff verifies if applicant has an outstanding debt with that agency.
  3. If applicant has been evicted from a public housing program within the past twelve (12) months;
  4. If applicant has been evicted from a public housing program for a drug related or violent criminal activity within the past ten (10) years.
  5. If applicant has been terminated or withdrawn under a previous tenancy with FWHS and/or another subsidized assistance program within the last five years for fraud, criminal activity or failure to repay a debt to FWHS.

Applicants found to have one or more of the aforementioned items listed on their record are sent a withdrawal letter stating they are ineligible for housing voucher assistance at this time.

- B. **RANKING** – Pre-applications are ranked by either the date and time pre-application was received or a lottery system.
- C. **WITHDRAWN PRE-APPLICATION** – All withdrawn pre-applications are maintained for three years from date of withdrawal.
- D. **PRE-APPLICATION FOR ELIGIBLE APPLICANT** – The pre-application for an applicant who is determined eligible for housing is included in the file transferred to the Housing Voucher Department for briefing, voucher issuance, and housing.
- E. **INFORMAL REVIEW** – Informal reviews must be requested, in writing, within ten (10) days of the date of the withdrawal notice. A FWHS staff member who is not the individual who made the determination, their supervisor or subordinate provides the review. The applicant may request to be present during the review. When withdrawal is due to a criminal history report, a copy of the report is provided to applicant with the withdrawal notice. The applicant is provided with a letter outlining the results of the review.

#### **4.5 RAD CHOICE MOBILITY**

Residents of Rental Assistance Demonstration (RAD) projects must be provided Choice Mobility options in the form of a Tenant Based Voucher the later of (a) 24 months from the date of execution of the Housing Assistance Payment contract or (b) 24 months after the move-in date. FWHS will limit the number of vouchers available to one-third its turnover vouchers annually. If the number of eligible RAD residents exceeds the number of available turnover vouchers, residents will be placed on a Choice Mobility Waiting List in the order in which their request is received by the Assisted Housing Department.

#### **4.6 SPECIAL ADMISSIONS**

Special admissions are used to accommodate an allocation of tenant based or project based units awarded by HUD for a specific population; i.e., Family Unification, VASH, Mainstream for Persons with Disabilities, and/or special programs such as Single Room Occupancy units. Special admission applicants are coded and added to the Wait List. They are processed by program and date and time of pre-application to fill any vacancy within the special allocation of units. Vacancies within the special allocations are filled with applicants eligible for the specific allocation.

The Single Room Occupancy facilities provide applicant outreach for the specific population to be served by the project based units. Samaritan House and Cornerstone Assistance Network are members of the Homeless Coalition, as is FWHS, and the coalition members are continually made aware of the facility's purpose, vacancies and how to place person on the applicant waiting list. The sponsors for the SRO screen the waiting list applicants for SRO eligibility and then submit the names to FWHS for the special admissions wait list. FWHS completes an application to determine housing assistance eligibility by date and time of submission of the applicant to FWHS by the SRO management.

#### **4.7 SELECTION OF APPLICANTS**

FWHS admits families either through special admission or voucher waiting list admission procedures. Admissions for tenant based assistance utilize the housing voucher wait List for its applicants unless HUD has designated an allocation for a specific population. Specific allocations utilize the special admission process governed by HUD regulations.

Applicants are mailed a letter detailing the terms of each of the preferences and requesting more detailed information and documentation with regard to any preference being claimed.

The Admissions Department will review the documentation and either (a) send an appointment letter with a date and time for applicant to come in for an eligibility interview and completion of the full application, or (b) send a letter stating the preference has been denied and the placement on the wait list has been adjusted to indicate the change in

preference status. The appointment letter explains the interview process and details the material and documentation that applicant is to bring to the interview.

FWHS monitors the actions of the Housing Voucher Tenant Based Assistance Program and obtains an average monthly “turnover” rate for housing vouchers. On a regular basis, the Admissions Division begins processing applications nearing the top of the waiting list (by preference ranking, then by date and time of application) sufficient to produce a number of eligible applicants to maintain 100% occupancy of all Housing Voucher tenant based allocations. FWHS monitors the available funds from HUD for housing assistance payments and if funds are insufficient FWHS may decrease the number of vouchers to be issued on the program.

Upon notification from HUD of an award for a new allocation of units, FWHS increases the number of families it notifies for the application interview and completion of the full application to meet the leasing schedule submitted on the application for new units.

Applicants who fail to keep a scheduled appointment and have not contacted FWHS prior to the date and time of the appointment to reschedule are withdrawn from the wait list. Applicants are permitted to reschedule an interview appointment for good cause. FWHS will work closely with the family to find a more suitable time. The application is withdrawn when applicant has been permitted, but not responded to, two (2) consecutive appointments.

Reasonable accommodations for persons with disabilities are made for the interview and completion of the full application.

If necessary, to meet the statutory requirement that 75% of all newly housed applicants within an agency’s fiscal year be extremely low income families (gross annual income at or below 30% of median income for the family size), FWHS will skip names on the Wait List to process application for families that meet the statutory requirement. This action will only be taken if it is apparent that the 75% goal will not be met without exercising this option.

If there are insufficient applicants on the Wait List to meet the statutory requirement FWHS will initiate a special outreach or, if the Wait List is closed, it shall be reopened for the purpose of adding applicants to meet the 75% goal.

FWHS keeps abreast of all new voucher regulations and adjusts its Selection and Issuance policy as needed to meet current regulations.





## **5.0 APPLICATIONS**

### **5.1 INTERVIEWS**

- A. INTERVIEW NOTICE – A notice is sent to applicants nearing the top of the waiting list establishing the date and time period for the full application interview. Applicants sign in as they respond to the interview notice and interviews are completed on a first come, first serve basis.
- B. APPLICATION – The head of household and spouse are required to attend the interview and sign the housing application. All adult family members are also required to attend the interview; however special arrangements are made for the severely handicapped, a family declaring a hardship, a full-time student, or a working spouse. Applicants are instructed to subsequently report all changes in family status or household income immediately to FWHS in writing. All adult household members must sign the full application.
- C. ADJUSTMENTS – Adjustments to the process are made to make reasonable accommodations for those who have indicated a need for same (See Reasonable Accommodation, page 3.) or who have a need for a specific appointment time due to family or employment circumstances.

### **5.2 DEFINITION OF HOUSEHOLD**

The family household is designated by the applicant head of household at time of application and/or recertification and must meet the definition of family. Persons may not be added or deducted from the household without notification to and approval of FWHS.

FWHS reserves the right to deny two (2) families participating under one voucher when there is insufficient monies available from HUD to accommodate a larger voucher size, property unit(s) available to meet the combined two (2) families' need, and/or HQS requirement.

A person who has been terminated by FWHS under a separate application may not be added to a participating family's voucher.

A non-related individual (such as a boyfriend/girlfriend), regardless of actual or perceived sexual orientation or gender identity, may be approved for addition to the household as a "co-tenant", provided the relationship has been established as stable with the intent of being a long-term relationship and co-tenant provides appropriate financial support to the family. FWHS may refuse any addition to the household, other than by marriage or birth, which may increase the bedroom size or voucher eligibility for the household. Co-tenants have no remaining member of the household rights.

### **5.3 DEFINITION OF TEMPORARILY ABSENT**

The following household members are considered temporarily absent from the household and their income, as defined by HUD Regulations, is counted in tenant rent calculations. For continued assistance, the Head of Household must report the temporary absence of the household member, in writing within ten (10) days of their leaving the residence.

- A. Separated Spouse: A separated spouse who has been absent from the home for less than ninety (90) consecutive days, unless:
  - 1. Applicant has filed for a divorce, legal separation or child support;
  - 2. Applicant is a victim of domestic violence;
  - 3. Applicant has applied for welfare assistance certifying the spouse is not in the home; or
  - 4. Applicant has submitted the new address and phone number for the spouse and FWHS is able to confirm it through a lease agreement or other bona fide document.
- B. A spouse or Head of Household who is serving in the military.
- C. A spouse who is confined to a Nursing Home or hospital who is expected to return to the home within twelve (12) months unless applicant requests they be removed from the lease.
- D. Sole member of the household who has entered a hospital or nursing home and is expected to return to the home within three (3) months (continued occupancy only). An extension of time may be granted provided the sole member has requested such extension in writing. FWHS may approve an extension if sufficient documentation may be obtained regarding the time when participant may be expected to return home.
- E. For initial application interview, sole member of the household must be immediately available to reside in the property selected since move-in is essential to entering into a lease and HAP Contract.
- F. A minor under a joint custody agreement who is absent from the home six months or less.

G. Visitors

1. Visitors to a unit for more than thirty (30) days in a calendar year are to be reported to FWHS by the Head of Household as well as reported to the landlord, in accordance with lease provisions.
2. Person or person(s) who utilize the assisted housing unit as their mailing address and list same as their place of residence on employment records or on an application for other benefits are considered a member of the household.

H. Incarceration:

1. Initial application:  
Adults (see 5.4 Definition of Permanently Absent)  
Minors (see 5.3 J)
2. Participating Family: A person(s) who is a part of the household, who has been incarcerated, and is expected to return prior to annual recertification or within twelve (12) months, provided the incarceration is not in violation of the SEDACA policy.

I. Adult member of the household who is away at college or in the military service who has not been removed from the lease.

J. The temporary absence of a child from the home due to placement in foster care is defined as a period of time that is anticipated to be **less than six (6) months** from the time the family is determined eligible for admission to the program. The child who is temporarily absent from the home due to placement in foster care shall be considered part of the family in determining the family composition and unit size. All temporary absences will be verified through the appropriate agencies. Any child absent for a period exceeding six months will be considered permanently absent from the home. The child may be added to the family composition when FWHS receives documentation from the court or social service agency that the child has been returned to the home.

**5.4 DEFINITION OF PERMANENTLY ABSENT:**

The following person(s) are considered permanently absent from the household and their income is not included in the rent calculations:

- A. Separated Spouse who has been absent from the home for more than ninety (90) consecutive days or who has met the criteria set forth under Temporarily Absent (5.3A (i), (ii), (iii), and (iv)).
- B. Adult Child who is away at college and has been removed from the lease.

- C. Adult Child who is in the military service and has been removed from the lease. (Note: A spouse or head of household in the military may not be considered permanently absent and should be included in the lease.)
- D. Sole member of the household who is expected to be confined to a hospital or nursing home for more than three (3) months unless sole member of the household obtains approval by FWHS to extend absence. (Continued occupancy.)
- E. Sole member of the household or family that has left the housing unit for more than thirty (30) days without reporting such absence to the property owner and FWHS.
- F. Minor Children who have been removed from the home indefinitely and/or who are not expected to be returned to the home within twelve (12) months.
- G. An adult family member who is being removed from the lease and housing application at the request of the head of household provided the head of household has submitted the new address and phone number for person moving and they meet 5.3A (iv) under "Temporarily Absent".
- H. An adult family member who is being removed from the lease and housing application at the request of the head of household provided the head of household has submitted the new address and phone number for person moving and they meet 5.3A (iv) under "Temporarily Absent".
- I. An adult who is incarcerated at the time of initial application is considered permanently absent from the household and may not be considered as a part of applicant's household.
- J. For continued occupancy recertification purposes, the incarcerated person would be removed from the application during the interim or annual recertification process unless proper documentation is presented to establish the date person will be released from jail. At such time as the adult is to be released, the voucher holder must request addition to the housing application and lease in accordance with Interim Recertification provisions. Approval of the request would be determined in accordance with FWHS Eligibility Policy and FWHS Screening and Eviction for Drug Abuse and other Criminal Activity (SEDACA) Policy.

## **5.5 VERIFICATION**

All family composition, household income, assets, and deductions claimed are verified through third party verification. Addendum C more specifically details FWHS Verification Policy.

## **5.6 CRIMINAL HISTORY RECORDS**

Criminal and drug related history is obtained on all individuals eighteen (18) or over in the applicant household through State and/or local police records. FWHS does not routinely obtain out of state or FBI information but may elect to do so when the process becomes feasible and economically reasonable to do so. Out of city/state records may be pursued when an applicant has not been a resident of Fort Worth.

Data is used for eligibility screening purposes. Once an applicant has been determined eligible or withdrawn, staff appropriately notates the family's status in the file, removes the criminal records information from the file and destroys it in conformance with Addendum D (The Screening and Eviction for Drug Abuse and other Criminal Activity (SEDACA) Policy).

Adults who are added to a household must be screened for past tenancy, past or current criminal activity, and drug, or alcohol abuse behavior. Staff follows the same process as is required for the initial housing voucher eligibility.

Police reports on a specific disturbance or criminal activity may be obtained to determine the right course of action to take regarding the continued assistance of the family. These reports are made a part of the participant file.

## **5.7 TOTAL TENANT PAYMENT DETERMINATION**

A. CALCULATION – The total tenant payment of the family is the higher of:

1. 10% of monthly gross income;
2. 30% of monthly adjusted income; or
3. FWHS established rent.

#1 and #2 are calculated in accordance with the most recent HUD regulations in effect at the time the application is being processed. The regulations may be found in 24CFR (Code of Federal Regulations) or a federal register notice published subsequent to the publication of the annual CFR book. Addendum E provides further information and guidance on the current HUD regulation.

- B. MINIMUM RENT – FWHS has set the minimum rent at \$50.00 by Board Resolution effective April 1, 1996. FWHS will notify all families who qualify for the minimum rent at initial application and at each annual recertification of the right to request a minimum rent hardship exemption and that determination is subject to the Informal Hearing procedure. If the family requests a hardship exemption, FWHS will immediately suspend the minimum rent for the family until FWHS can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. The suspension period should not exceed three (3) months.
- C. HARDSHIP – A hardship exists in the following circumstances:
1. When the family has lost eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  3. When the income of the family has decreased because of changed circumstances including loss of employment; and/or
  4. When a death has occurred in the family.
  5. No hardship: If FWHS determines there is no qualifying hardship, the minimum rent will be reinstated and include back payment for the minimum rent from the time of the suspension. A reasonable repayment agreement must be offered for any such rent not paid during that period. If the family thereafter demonstrates that the financial hardship is for a long-term duration FWHS shall retroactively exempt the family from the minimum rent requirement.

## **6.0 VOUCHER ISSUANCE**

### **6.1 ASSIGNED SUBSIDY (*Bedroom*) SIZE**

The payment standard for the assigned subsidy size determines the maximum subsidy allowed for a participant. This standard is determined by assigning the number of sleeping rooms the family requires to accommodate the number of family members in the applicant household. The assignment of the voucher size is for the purpose of setting the allowable subsidy standard for the family and does not dictate the bedroom size unit the family may select as its housing choice. The following guidelines are used to determine the assigned subsidy size for each family without overcrowding or under-housing.

The aforementioned standard is based on the assumption that:

- A. There are 2 persons per bedroom.
- B. A two-person household with a child who is ten (10) years of age or older will be allocated a two-bedroom voucher.
- C. For Project-Based Voucher (PBV) 2-bedroom units in senior/elderly PBV projects where there are insufficient senior/elderly applicants, a 2 bedroom voucher may be issued for a one or two person household.
- D. The voucher holder is permitted to increase their voucher size by one bedroom size to accommodate a live-in aide, an individual or a family member based on funding availability.

The family composition as indicated on the application for assistance is used in determining subsidy size. FWHS may consider the status of a pregnant woman, children in the process of being adopted, and children who are temporarily in foster care or whose custody is being obtained in the determination of the appropriate subsidy size if financially feasible and documentation of returned children is provided by the courts.

### **6.2 SUBSIDY SIZE ADJUSTMENT**

- A. Voucher subsidy size is adjusted to meet current Administrative Plan policy at the time of issuance of a relocation voucher, at the time of the annual recertification and at any time family composition changes.
  - 1. When family composition changes during an interim recertification, the family will not be required to move until the time of their annual recertification.
- B. FWHS may grant exceptions to the normal subsidy standard for generations, unusual family concerns or medical reasons. To obtain an exception the family

must put the request in writing and provide documentation as to why a larger subsidy size is necessary. Documentation may include medical statements, court orders, or other third party confirmation of the need for a subsidy size adjustment. Approval of increased voucher size will be dependent upon financial feasibility of program.

- C. The family may select a housing unit with more or fewer bedrooms than the subsidy size. Should the family select a unit with fewer bedrooms than the assigned subsidy size, the payment schedule for the actual bedroom size of the unit will become the subsidy size and will be used to calculate the maximum subsidy for the family. However, if the family selects a unit with more bedrooms than the assigned subsidy size, the payment standard for the assigned subsidy size will determine the maximum subsidy. Subsidy size may be reconsidered, and adjusted when a family moves from one unit to another while eligible for rental assistance.

### **6.3 BRIEFING**

- A. **SCHEDULING** – A notice is sent to the applicant setting the date and time of the briefing session. Instructions on how to reschedule the briefing and/or request a special accommodation are included in the notice. The notice also informs the applicant that the application for housing voucher assistance is automatically withdrawn if they fail to attend or properly reschedule the briefing. The family may reschedule the briefing once. Additional rescheduling appointments will be considered only in circumstances that are considered “good cause”. Good cause includes circumstances beyond the control of the family such as illness or hospitalization, death of a family member or other such bona fide emergencies. The family is responsible for providing third party verification of the “good cause” emergency.
- B. **GROUP SESSIONS** – FWHS briefs each applicant eligible for voucher issuance through a group briefing session. All adults in the household are encouraged to attend the briefing session. However, the head of household is required to attend the briefing in order to receive the housing voucher. Special accommodations are permitted for persons with disabilities.

HUD regulations and FWHS policies that govern the operation of the Housing Choice Voucher Program are reviewed with the applicant. FWHS utilizes video, power point or oral presentations to complete the regulation and policy review. Each applicant is permitted time to ask general questions about the program during the group session. At the close of the group briefing session, a housing counselor will interview each applicant privately to answer any specific or personal questions the applicant may have concerning their application, the calculation of the total tenant payment or assigned subsidy size. The applicant and a FWHS representative execute the housing voucher at this time.



C. BRIEFING TOPICS – Include a general description of how the program works, HUD regulations, and applicable state and local laws. Other topics addressed are:

1. How to find a suitable unit, general information on housing within FWHS jurisdiction, encouragement to locate housing in non-minority or low poverty neighborhoods and a map indicating low poverty areas of Fort Worth
2. Housing quality standards
3. Family, owner and FWHS responsibilities
4. How the payment standard, utility allowance, total tenant payment and tenant rent are calculated
5. Security deposit policy
6. Lead base paint poisoning information;
7. Portability regulations; and
8. Termination procedures (including informal reviews and hearings).

The term of the voucher is discussed thoroughly along with the process on how an applicant may request an extension.

D. BRIEFING PACKET – Each applicant is given a briefing packet that contains all materials required by HUD regulation and any other pertinent information that FWHS deems appropriate to assist the family in achieving a successful tenancy under the Housing Choice Voucher Program. The packet includes, but is not limited to, the following items:

Housing Voucher – Extension Policy and Form  
Request for Tenancy Approval with instructions  
Tenancy Addendum  
GoSection8 Property Search Information/Finding Accessible Units  
Portability Information/Area PHAs  
FWHS Policy on Providing Information to Landlords  
Map of non-poverty impacted areas of Fort Worth/Community Map  
Fair Housing brochure and Housing Discrimination Complaint Form  
Family Obligations  
Grounds for Termination of Assistance  
A copy of the brochure “A Good Place to Live”  
FWHS Jurisdiction and Portability information  
FWHS Utility Allowance Schedule  
Total Tenant Payment, Maximum Tenant Rent and Maximum Subsidy

Small Area Fair Market Rent Information  
Payment Standard and Rent Calculation Information  
Informal Review and Informal Hearing procedures  
Violence Against Women Act policy

- E. BRIEFING AFFIDAVIT – Each applicant is required to execute a “Briefing Affidavit” indicating what was included in the briefing and the date applicant was briefed.

#### **6.4 *VOUCHER ISSUANCE – INITIAL OCCUPANCY***

- A. VOUCHER EXECUTION – Once all family composition and income information has been verified, the family has been determined eligible, the subsidy size has been assigned, and the family head of household has attended a briefing session, the FWHS will issue a housing voucher. The applicant and a FWHS representative sign the voucher and a copy of the voucher is given to the applicant for their records.
- B. VOUCHER TERM – The term of the initial voucher is sixty (60) days from the date of issuance. The applicant must select a housing unit and submit a Request for Tenancy Approval to the FWHS within the sixty-day term. The expiration date is set forth on the housing voucher distributed to the family.
- C. EXTENSIONS – Extensions are solely at the discretion of the FWHS and are not permitted except for extenuating circumstances. Extenuating circumstances may include, but are not limited to:
  - 1. Medical reasons
  - 2. A high occupancy rate in the rental market
  - 3. Difficulty in locating units consisting of four or more bedrooms
  - 4. A death in the family; or
  - 5. A documented family emergency that requires the head of household to be out of the city for more than a few days.

An applicant who has submitted a Request for Tenancy Approval but the unit has failed the Housing Quality Standard Inspection may receive a short term extension to complete repairs to the unit provided applicant has not reached the maximum voucher term of one hundred twenty (120) days set by FWHS.

Extensions may be granted, in accordance with the aforementioned policy, in thirty (30) day increments by FWHS staff up to the maximum one hundred twenty (120) day period. The 120-day limitation is calculated from the date of voucher issuance. Special consideration beyond the maximum 120-day limitation may be considered

by the Assisted Housing Manager, but may only be granted for an extreme circumstance that had an adverse effect on the housing search beyond the control of the applicant. An applicant who locates a unit that does not meet HQS requirements, but elects to wait for the unit without seeking alternative housing is not eligible for "special consideration" under this policy. Any special consideration under this policy must be requested in writing and approved by the Assisted Housing Manager.

Requests for extensions must be made in writing and received by FWHS prior to the established expiration date. Documentation on the need for the extension must be attached to the request. FWHS will send the applicant a notice indicating if the extension has been granted and, if so, the new expiration date for the housing voucher.

D. EXCEPTIONS to the VOUCHER TERM and EXTENSION POLICIES (6.3B & C):

FWHS reserves the right to issue the voucher for more than sixty (60) days and provide automatic extensions up to the one hundred twenty (120) day limitation. Exceptions may include:

1. Agency has received a number of new vouchers from HUD and needs to achieve a quick lease-up; and/or
2. The rental market occupancy rates are such that locating a property unit is difficult.



## **7.0 INITIAL CONTRACTS**

### **7.1 SELECTION OF A UNIT**

- A. **RESTRICTIONS** – An applicant who is defined as a “resident” of the City of Fort Worth at the time of the application for assistance may select a rental unit within the jurisdiction of FWHS or may utilize the Portability feature of the program to select a unit outside the jurisdiction of FWHS. “Resident” is defined as an individual or family head or spouse who is living or working within the City of Fort Worth limits at the time of the application.

Applicants who are not defined as “residents” of the City of Fort Worth must select a unit within the jurisdiction of FWHS and remain there for a minimum of one (1) year after the effective date of the initial Housing Assistance Payments Contract.

The selected housing unit must meet HUD regulations on eligible housing types. Ineligible housing includes, but is not limited to:

1. Nursing homes;
2. Assisted living units that provide board, care and medical assistance inclusive in the rent;
3. College dormitories;
4. Public or private institutions;
5. Units owned by a member of the immediate family; or
6. A unit receiving any other Federal, State or local housing subsidy (tax credit properties excluded).

Housing vouchers may be utilized for housing units for persons with disabilities, i.e., approved Congregate Housing, Group Homes and Shared Housing programs that meet HQS regulations. All selected units must meet the HUD minimum Housing Quality Standard with adjustments as identified in this plan.

- B. **DISAPPROVAL OF OWNER** – FWHS will deny participation by an owner at the direction of HUD and it further reserves the right to deny participation to an owner who has engaged in one or more of the following activities.
1. Owner has violated an obligation under a Housing Voucher Housing Assistance Payments Contract.

2. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
  3. Owner has engaged in drug trafficking or has a history of permitting Drug trafficking to continue on their rental property.
  4. Owner has a history of non-compliance with HQS for units leased under the Housing Choice Voucher Program or any other federally assisted housing program.
  5. Owner has a history or practice of renting units that are considered to be substandard by state or local housing codes.
  6. Owner has not paid state or local real estate taxes, fines or assessments.
  7. Owner fails to be able to provide evidence of ownership; or
  8. Other conflicts of interest under federal, state or local law.
- C. DIRECT DEPOSIT REQUIREMENT – Property owners participating in the Housing Choice Voucher Program are required to complete a direct deposit form, providing banking information that will allow FWHS to make all HAP payments to owners by direct deposit.
- D. REQUEST FOR TENANCY APPROVAL (RFTA) – Applicant and property owner must complete and execute the Request for Tenancy Approval. The Request for Tenancy Approval form must include all information requested.

Request for Tenancy Approval may be submitted to FWHS under one of the following methods:

1. Applicant may bring the completed form, in person, to FWHS Central Administrative Office. Applicant may request to speak to an Inspection Clerk if they have any questions regarding the completion of the form; or
2. Property owner may fax the form to FWHS as the time the applicant and owner have completed it. Upon receipt of the fax copy FWHS will process the unit for inspection. However, if this method is selected, the property owner is responsible for ensuring that the original form is provided to FWHS during the initial inspection of the property.
3. A new property owner must submit completed direct deposit banking form with RFTA.

4. The completed forms should not be mailed to FWHS via the U.S. Postal Service.
- E. SECURITY DEPOSITS – A property owner may request a security deposit from the proposed tenant provided:
1. The amount requested is no more than that requested of private, unassisted tenants.
  2. Not more than one month's contract rent.
  3. The security deposit is between the proposed tenant and the property owner.
  4. Neither FWHS nor the Housing Choice Voucher Program assists families with security deposit payments.
- F. HQS INSPECTIONS – See Section 8.0, 8.1 and 8.2 for completion of the initial inspection.

## **7.2 COMPUTATIONS**

- A. COMPUTATION OF TOTAL TENANT PAYMENT – The family's Total Tenant Payment is the greater of 10% of the family's gross household income, 30% of net adjusted income, or the minimum rent established by FWHS, which is currently \$50.00. However, the family may elect to pay up to 40% of their net adjusted income toward the gross rent in order to afford a unit where the gross rent is greater than the Payment Standard.
- B. CALCULATION OF THE HAP (SUBSIDY) PAYMENT – The HAP Payment is the gross rent for the unit less family's calculated Total Tenant Payment or assigned Payment Standard less family's calculated Total Tenant Payment whichever is less.
- C. COMPUTATION OF TENANT RENT – Tenant rent is the gross rent (contract rent plus any permitted utility allowance) less the calculated subsidy payment. Participant pays the Tenant Rent directly to the property owner each month.
- D. RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE – A mixed family will receive full continuation of assistance if all of the following conditions are met:
1. The family was receiving assistance on June 19, 1995
  2. The family's head or spouse has eligible immigration status; and

3. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head of household or spouse, or any child (under the age of eighteen (18)) of the head of household or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months.

FWHS will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, FWHS will provide additional search periods up to the maximum time allowable. Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family currently pays for rent, plus utilities, plus 25%.

#### E. COMPUTATION FOR NON-CITIZENS

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

1. Divide the HAP by the total number of family members and then multiply the result by the number of eligible family members. The result is the prorated HAP payment.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

Addendum F provides further information and guidance on the current HUD regulation.

#### F. COMPUTATION FOR THE HOMEOWNERSHIP PROGRAM – Calculation of HAP and Tenant Rent is accomplished through the same method that is used under the Housing Choice Voucher Program however; the 40% limitation on the family's net adjusted income does not apply



### **7.3 PREPARATION OF INITIAL CONTRACT**

- A. LEASES – The property owner may elect to use any standard lease form for Texas. FWHS staff will maintain a list of stores or outlets that may carry standardized leases. FWHS does not distribute any particular lease for use by its participants. A HUD Lease Tenancy Addendum must be attached to and be a part of all lease agreements submitted on behalf of a participating family. The lease must state that the “HUD Lease Tenancy Addendum is attached.” FWHS provides the property owner with a copy of the HUD Lease Tenancy Addendum form at the time of the initial HQS inspection.
  
- B. HUD CONTRACT/CONTRACT TENANCY ADDENDUM – When unit has passed the HQS inspection. FWHS contacts the owner to verify the family’s move-in date.
  - 1. FWHS prepares a Housing Assistance Payments Contract and a Contract Tenancy Addendum for signature by property owner and the FWHS.
  
  - 2. Effective date of the contract is the latter of the following:
    - a. The actual date of move-in by family; or
  
    - b. The date unit passed HQS.

By HUD regulations, under no circumstances may the contract be effective more than sixty (60) days previous to the date of execution. Date of execution is the date FWHS executes the signed contract from the property owner. Property owner signed contracts are date stamped upon receipt by FWHS and this date is used to date FWHS execution of contract.

- 3. Quality Control Inspection – Supervisor ensures no initial contract shall have an effective date prior to an approved HQS inspection and contract is not backdated more than sixty (60) days from the execution date on the contract. Computer reports of the contracts, monitor proper effective date.
  
- 4. Processing Contract/Addendum - The HAP contract and addendum are generally sent by e-mail, fax or first class mail to the property owner for execution.
  - a. FWHS transmits move-in approval via fax or email giving authorization for tenant to move in

- b. Field Inspectors may deliver contracts to various apartment complexes during their normal HQS inspection schedules if they are scheduled to be at the complex within five (5) working days from the date contract and addendum were prepared.
  - 5. Property owner is requested to return the executed contract and any addendums, along with a copy of the lease and the Lease Tenancy Addendum executed by family and property owner, within ten (10) working days from date contract was mailed or delivered to property owner.
  - 6. A notice is sent to all property owners who have not returned the necessary paperwork within twenty (20) days from date contract or lease was mailed/delivered. If property owner does not respond in the time frame stated in the notice, the proposed contract may be withdrawn.
- C. APPROVAL OF CONTRACT – FWHS reviews contract and lease along with their addendums for accuracy and consistency.
- Contract is entered into pending category in the computer. “Pending” status generates quality control reports on return of contracts, etc.
- D. INITIATION OF PAYMENT – Initial payment is computer generated and any pro-rata or retroactive housing assistance due property owner will be included in initial check. All payments are issued on or about the 1<sup>st</sup> of each month.
- 1. The timeline of the initial payment is dependent on property owner and tenant promptly reporting move-in date, submitting verification of utility turn-on, and return of lease/contract and addendum by property owner. Retroactive initial housing assistance payments are not subject to late penalties by the property owner.
  - 2. Continuing housing assistance payments are made on or about the 1st of each succeeding month by direct deposit.
  - 3. If FWHS has been unsuccessful in obtaining the executed lease/contract and addendum from property owner within sixty (60) days from date unit passed the HQS inspection, FWHS will provide family immediately if they wish to utilize their housing voucher. The pending contract will be voided and the housing voucher will be withdrawn unless family has submitted a new RFTA.

## **8.0 HOUSING QUALITY STANDARDS AND INSPECTIONS**

### **8.1 INSPECTION REQUIREMENTS**

- A. FWHS has developed its own inspection format. It is structured for easy use by the inspectors, but contains all the elements of the HUD Inspection Booklet plus some additional administrative information for FWHS operations.
- B. FWHS adheres to the acceptability criteria in the program regulations and the HUD Inspection Booklet with the following exceptions and clarifications:
1. Unvented heaters are not permitted in units participating in the program.
  2. A heating system for the unit will be required during the winter. The system must be able to provide adequate heat, either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
  3. FWHS requires carbon monoxide detectors to be installed by the owner for any property with an attached car garage even if the unit is total electric. This will be effective January 1, 2020 or earlier if HUD mandates it.
  4. GFCI receptacle needing to be in place within six (6) feet of a water source.
  5. FWHS enforces the Texas State law regarding keyless locks, peepholes and the re-keying of units.
  6. For units built before 1978, peeling paint on interior or exterior of any surface of the unit must be removed for the unit to receive a passed inspection.
  5. Tenants must notify property owner/agent and FWHS immediately if bedbugs are suspected in a unit. FWHS may require a property owner/agent to obtain a professional pest control inspection report if bedbugs are suspected. Tenants and owners must comply with all treatment requirements as determined by FWHS. Failure to comply may result in cancelation of HAP contract or termination of housing assistance.
  6. FWHS enforces the Texas State Law that a landlord must accommodate a hearing impaired person by installing smoke detectors in bedrooms capable of alerting a hearing impaired person. Tex. Prop. Code §92.254. (Effective January 1, 2010)
  7. The use of plexiglass is prohibited for windows in sleeping rooms.

- C. Units must have adequate heating and air conditioning. The chart below contains recommended BTU for room areas:

<b>Recommended BTU Chart for Room Area</b>	
<b>Room Area</b>	<b>Recommended BTU</b>
100 to 150 sq. ft.	~5,000 BTU
150 to 250 sq. ft.	~6,000 BTU
250 to 300 sq. ft.	~7,000 BTU
300 to 350 sq. ft.	~8,000 BTU
350 to 400 sq. ft.	~9,000 BTU
400 to 450 sq. ft.	~10,000 BTU
450 to 550 sq. ft.	~12,000 BTU
550 to 650 sq. ft.	~14,000 BTU
650 to 1000 sq. ft.	~18,000 BTU
1000 to 1,500 sq. ft.	~24,000 BTU

- D. FWHS will continue to adjust and upgrade its HQS inspections standards in accordance with HUD guidelines.

## **8.2 INITIAL INSPECTION**

- A. The property owner or a representative of the owner is to be present at the time of the initial inspection. No unit shall be initially inspected without either the owner or owner's representative present.
- B. FWHS initially inspects the property within fifteen (15) working days from either (A) the date the Request for Tenancy Approval is received by FWHS or (B) the date the owner indicated unit is ready for inspection, whichever is later, and provide results of the inspection report to the owner or owner's representative. Instructions are given for the owner to call the Authority upon completion of all repairs for a re-inspection. FWHS re-inspects the property upon receiving verbal or written notice from the property owner that repairs are complete.

## **8.3 ANNUAL INSPECTION**

- A. FWHS, or an approved entity, will conduct an HQS inspection of the property either annually or biennially, as determined by FWHS.

- B. The family must allow FWHS to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by e-mail, the Partner Portal website or first class mail. Owner and Tenant should walk the unit and correct any deficiencies prior to the HQS inspection date. If the unit is not ready for inspection, FWHS will schedule one more inspection. The owner is to ensure the family will be home or make arrangements with the family to provide entry into the unit for the Housing Authority to complete the inspection. Property management or maintenance personnel are required to accompany the inspector for HQS inspections within an apartment complex.
  
- C. If the inspector is unable to gain entry for the scheduled inspection, FWHS will schedule one more inspection. If the family does not permit entry for two inspections, FWHS will consider the family to have violated the terms of their housing voucher and rental assistance will be terminated.
  
- D. FWHS staff shall provide results of the inspection for the tenant and the property owner. Property owner or representative is instructed to review needed repairs with tenant as soon as possible. The property owner may be given a maximum twenty-eight (28) days to bring the unit into compliance. Instructions and information for re-inspection are included in the annual inspection letter. FWHS re-inspects the property upon receiving verbal or written notice from the property owner that the repairs are complete. A re-inspection will be performed on or about the abatement date.
  
- E. In lieu of a physical re-inspection, FWHS may allow owners to self-certify the completion of certain HQS eligible repairs for non-emergency deficiencies cited during annual, complaint, special or quality control inspections. Eligible repairs are determined by FWHS.
  
- F. The owner/agent and the family will receive written verification of the deficiencies and submission procedures. Once the repairs are completed, they both must sign a certification form indicating the repairs have been completed. The owner must submit appropriate documentation (i.e. receipts, photographs) of the completed repairs if requested by FWHS.

- G. FWHS maintains the right to refuse self-certifications of owners who fail to follow the self-certification procedures, or if FWHS determines certification documents have been falsified.

#### **8.4 DUE DATES**

- A. INITIAL INSPECTION – All units must meet HQS requirements prior to FWHS entering into a housing assistance payments contract on behalf of an eligible family. Effective date of initial contract, lease, and lease addendum may not be prior to date unit passed HQS inspection. (See 7.3B).
- B. ANNUAL REINSPECTIONS – Unit must pass HQS inspection prior to anniversary date of Contract.
- C. LIFE THREATENING DEFECTS – Owner is given twenty-four (24) hour notice to bring unit into compliance. Emergency repairs include those items that would affect the health and safety of the family.

#### **8.5 FAILED UNITS**

- A. INITIAL CONTRACT INSPECTION – If owner has failed to make repairs and initial unit is in a failed status for more than three (3) weeks (less if family's housing voucher is about to expire), FWHS sends family a notice that no re-inspection date has been set and family should find another housing unit before their housing voucher expires. A new RFTA is sent to family with the notice. Owner is notified by mail that RFTA has been withdrawn.
- B. CONTINUING ASSISTANCE – Units that have failed their annual HQS Inspection may also affect the family's annual recertification for housing assistance.
  - 1. Unit fails due to Owner related damages/repairs – HAP payments to property owner are abated effective on the date provided in the notice, but contract remains in effect. If unit fails for more than thirty (30) days, family is provided an RFTA and is certified to relocate.
  - 2. Unit fails due to tenant related damages/repairs – Family is sent a housing withdrawal notice, which also contains the family's informal hearing rights. HAP payments continue to owner until effective date of withdrawal notice or through informal hearing process whichever is later.
  - 3. Unit fails due to both tenant and property owner related damages/repairs – HAP payments are abated effective on the date set in notice to property owner 8.5 B(i) and the family's housing voucher is withdrawn in accordance with section 8.5 B(ii).

4. Under 8.5 B (i) or (iii), Property owner may not place property unit under a housing assistance contract for a new family for one year from date units' annual inspection was due, unless owner related repairs/damages were negligible and property owner took proper action to evict family for lease violations.

## **8.6 ABATEMENT (Continuing Contracts)**

- A. For units that continue to fail to meet the minimum HQS after their due date, HAP payments are promptly abated. The effective date of abatement is stated on the Abatement Notice and shall be on either\* the date repairs are requested to be completed or the 1<sup>st</sup> of the month preceding the anniversary date of the contract, whichever comes first.

*\*Date may vary dependent upon the seriousness of repairs required and their effect on health or safety of family.*

- B. Abatement recommendations stated in the Housing Quality Standard Inspection Manual are utilized.
- C. The HAP contract requires the owner to maintain the unit to meet Housing Quality Standards throughout the term of the contract. Owners should develop and implement a procedure as to how they may best meet this requirement. Housing Assistance Payments are abated immediately on units that fail HQS due to termination of utility service that are the responsibility of the owner under the terms of the lease. Abatement begins on the date of turn-off as verified by the utility company.
- D. If property owner does not respond to abatement and unit repairs remain incomplete, the tenant is given the option of being certified to relocate and remaining in the Housing Choice Voucher Program [provided the HQS violations do not include uncorrected tenant related failing items] or the family may elect to stay in the unit without rental assistance. Staff terminates the HAP Contract no later than sixty (60) days after the inspection due date, if no action has been taken to correct Housing Quality Standards (Housing Assistance payments continue to be abated during this period.) The Voucher is withdrawn if tenant remains in the unit. If abatement was for owner failure to repair unit, or for owner cancellation of utilities, the property owner is placed on a list of restricted landlords and future Requests for Tenancy Approval on the unit will not be accepted for a minimum of one year. Should a landlord request to again participate in the program after the minimum one-year period, landlord must request reinstatement in writing and provide staff with appropriate assurance that they will abide by HQS requirements of the contract. Any overpayment of assistance to the owner must have been repaid to achieve a favorable reinstatement by FWHS.

- E. Retroactive payments are not made for assistance during any abated period on units.

## **8.7 RENT REASONABLENESS**

- A. FWHS maintains an inspection standard to insure quality of approved housing and requested contract rent meets rent reasonableness test. Property owners are notified of the contract rent FWHS is able to approve for the existing condition of the property provided (it meets minimum HQS requirements). Owners are given an opportunity to either lower the rent or improve the quality of the property by making repairs to the unit that will exceed the minimum HQS requirement and be consistent with private sector rents. Requested rent must always be commensurate with the condition of property and amenities of units leased in the private unassisted sector.

FWHS utilizes a third party rent comparison software site to conduct rent reasonable studies.

- B. FWHS will determine reasonable rent for a unit at the time of initial leasing, before any increase to the rent to owner, and if there is a ten (10) % decrease in the published FMR.
- C. When an owner requests a rent in excess of an amount the unit would bring in its existing condition, the following items and their condition are inspected during the HQS inspection:
  - 1. Type and condition of wall covering;
  - 2. Insulation and weather-stripping. (Exceeds minimum);
  - 3. Type of heat source;
  - 4. Type of A/C or cooling unit;
  - 5. Light covers, ceiling fans;
  - 6. Neighborhood/property amenities with relationship to rent requested;
  - 7. Absence of peeling exterior or interior paint
  - 8. Number of bathrooms in the unit;
  - 9. Garage or carport; and
  - 10. Built in appliances



- D. A rent reasonableness survey must be conducted by the field inspector. The inspector must look for comparable units in the private sector as follows:
1. First, units in a similar condition in the same neighborhood of like size with like amenities;
  2. Second, like units in a neighborhood similar to the neighborhood where the subject property is located, with like amenities, appropriately adjusted for the neighborhood variance. The closer the similar neighborhood is to the subject property the better the comparisons are for the rent reasonableness survey.
- E. The three most similar comparables are selected for each property and appropriate adjustments are made for condition, size, location and amenities.
- F. Owner is given the opportunity to accept or reject FWHS approved contract rent. If rent approved by FWHS is rejected, the applicant may be issued a new Request for Tenancy Approval and given an opportunity to locate another unit. Should a property owner wish to challenge FWHS rent reasonableness survey, owner may provide additional rent comparable data to third party software site for FWHS to review. Comparables must be like properties in the same or like neighborhoods with like amenities to subject property. FWHS will verify data submitted by owner and any approved adjustment will be made to FWHS survey.



## **9.0 ANNUAL/INTERIM RECERTIFICATION**

### **9.1 ANNUAL RECERTIFICATION**

- A. INTRODUCTION – At least annually FWHS will conduct a recertification of family income and circumstances. The result of the examination determine the rent the family will pay, whether the family subsidy is correct based on FWHS occupancy standard, and if family is in compliance with program regulations.
- B. ANNUAL RECERTIFICATION THROUGH IN-OFFICE INTERVIEWS – The due date for annual recertification is the first of the month on or proceeding the effective date of the Housing Assistance Payments Contract. Annual recertification dates change whenever a family relocates to a new unit or is issued a Homeownership voucher under the Housing Choice Voucher Homeownership Program with continued assistance. This requires the family to complete a recertification of income and family composition in order to be approved to relocate.
1. Approximately ninety (90) days prior to the due date for the annual recertification, FWHS will send a notification letter to the family scheduling an appointment. The letter includes instructions on documentation that is to be provided during the interview and how the family may reschedule the interview. If necessary the letter also instructs the family to notify FWHS within ten (10) days of the letter of their intent to relocate rather than renew the lease at their current location (see 10.0 for relocation policy).
  2. During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that may be required to provide third party verification of all family composition, household income, and screening requirements.
  3. FWHS requests EIV and any other computer generated reports relevant to income verification.
  4. Upon receipt of verification (see addendum C), FWHS will determine the gross annual income of the family and continued eligibility.
- C. MAIL RECERTIFICATION
- FWHS may opt to complete the required annual recertification of a family by mail. In this instance, documents will be sent to family for completion and FWHS will perform third party verification on information provided.

1. FWHS may utilize the mail verification process for participants who are unable to attend a personal interview due to a disability or who are elderly or disabled with 100% fixed income.
2. Approximately ninety (90) days prior to the due date for the annual recertification FWHS staff obtains Social Security and SSI income verification via the internet.
3. Approximately ninety (90) days prior to the due date for the annual recertification, FWHS will send a notification letter to the family informing them of the due date for the completion of the annual recertification. The letter will also include an Income, Asset and Banking form, a Medical Handicap Deduction form, and a Doctor Statement. FWHS will request that the family attach a copy of their latest SS/SSI award letter, completed doctor's statement, prescription documentation and a copy of their latest utility receipt.
4. FWHS will request family to either mail the aforementioned information or will arrange for a FWHS inspector to pick up the documentation.
5. Counselor contacts the family by phone to clarify instructions, answer questions or obtain additional data.
6. FWHS determines gross income of the family and calculates total tenant payment.
7. Mail recertification may also be utilized to complete interim recertification's required by HUD and those identified as having changes that a mail recertification can accommodate.

D. EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL RECERTIFICATION –

The new tenant rent will generally be effective on the first of the month prior to the anniversary date of the contract.

1. Initial contracts that start on the 1st of the month will have an effective date for annual recertification on their anniversary date.
2. If recertification interview reveals unreported income by a family, a retroactive payment agreement will be executed and participant must make a minimum down payment and execute the agreement in order for recertification to be approved. Should family fail to execute the agreement, FWHS will proceed to terminate assistance. (See on Retroactive Agreements).

3. If the total tenant payment decreases more than \$50.00, FWHS may activate the annual change effective the first of the month after the change in income is verified. When this option has been exercised, staff must reconfirm income and family status by telephone with participant and third party verification source for the annual recertification process to remain effective on the annual recertification due date.
4. If the rent determination is delayed due to a reason beyond the control of the family, any rent increase will be effective the first of the month following the completion of the recertification.

## **9.2 INTERIM RECERTIFICATIONS**

When an interim recertification is requested or required, all file information is reviewed in accordance with the annual recertification process. The interim may be completed by the Interview or Mail recertification process.

- A. **REPORTING REQUIREMENTS** – Families are required to report the following changes in writing within ten (10) working days of the date of change:
  1. Any change in household income;
  2. Any member who has been added to the family through birth, adoption or court awarded custody;
  3. A household member who is leaving or has left the family unit;
  4. Request for additions to the household (other than A (ii)); or
  5. Family break-up
- B. **HOUSEHOLD MEMBER ADJUSTMENT DETERMINATION** – In circumstances of a family break-up, FWHS will make a determination of which family member will retain the housing voucher, taking into consideration the following factors:
  1. To whom the voucher was issued;
  2. The interest of minor children or ill, elderly or disabled family members;
  3. Which family members intend to remain in the unit;
  4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member of the household; or
  5. A court ordered disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree.

FWHS will be bound by the court determination on which family member has the legal right to the housing voucher.

6. Because of the variety of circumstances in which a determination will have to be made, FWHS will make determinations on a case-by-case basis.
7. FWHS will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing.
8. Additions to Household (Adults) – In order to add a household member other than through birth or adoption (including a live-in aide) the family must make the request in writing to FWHS and property owner indicating the new member proposed to be added to the housing application and lease. No person should move into a household subsidized through the Housing Choice Voucher Program without written approval by FWHS, or family will be terminated for unauthorized persons in the unit. Before adding a new member to the lease, the family must complete an application for FWHS assistance providing income, assets and all other information required of an applicant. The proposed new addition to the family must provide their Social Security Number, if they have one, and must verify their citizenship/eligible immigrant status. The new family member will go through the screening process similar to the process for applicants, obtaining local police records, reviewing previous FWHS records, etc. FWHS will determine the eligibility of the individual before allowing them to be included on the assistance application. If the individual is found to be ineligible or does not pass the screening criteria, the same will be advised in writing and given the opportunity for an informal interview. If they are found to be eligible and do pass the screening criteria, FWHS will grant approval to add their name to the household under the housing assistance application. The family must obtain approval from the property owner, in the form of a new lease with the added household member, prior to move-in of the individual. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with the date of move-in by the new member of the household.
9. LIMITATIONS - Additions to Households (Minors) – For Minors through Birth, Adoption or Court Ordered Custody. Families must put request in writing. Appropriate documents (hospital or birth certification, adoption papers or court ordered custody papers) should be attached to the requests and mailed to FWHS within ten (10) days of date of birth, adoption, or custody award. FWHS will complete a revised housing assistance application, including the added household member(s). Total Tenant Payment will be recalculated to include any income and/or allowances permitted for the new family member(s). Family should report

change in family to property owner and have new family member(s) added to lease. A copy of the revised lease should be provided to FWHS. FWHS will notify family and property owner in writing of the adjusted Total Tenant Payment.

C. **DECREASE IN INCOME OR INCREASE IN ALLOWABLE EXPENSES** – Families are not required, but may at any time, request an interim recertification based on a decrease in income, an increase in allowable expenses or other change in family circumstances that may result in a decrease of Total Tenant Payment. Family must provide a written request for the interim stating the reason for the request. Upon receipt of the written request, FWHS will make every effort to process the interim recertification and recalculate the family Total Tenant Payment within thirty (30) days from the date of the request. Family is requested to provide “third party verification”. Such verification could include, but is not limited to:

1. A termination letter from an employer;
2. Termination of benefits notice;
3. Childcare statement;
4. Pay-stubs showing decrease in hours/pay etc.;
5. Statement of anticipated income yearly estimate – not a month by month program;

Completion of the recertification is dependent upon date verification of change has been received by FWHS. The effective date of the interim will be the first of the month following the acceptable third party verification of the information.

### **9.3 SPECIAL/INTERIM RECERTIFICATION**

A. **RELOCATION** – A special recertification is performed for each family approved to move to another unit including those families transferring to the homeownership program with continued assistance. Annual recertification dates will be adjusted when a family relocates.

B. **UNSTABLE INCOME** – If a family’s income is too unstable to project the income for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, FWHS will schedule a special recertification every thirty (30) days until the income stabilizes and an annual income can be determined.

1. FWHS may request Family to provide FWHS with monthly expense receipts to establish a more accurate twelve (12) month projection on which to base a calculated Total Tenant Payment. This may be either through a scheduled interim recertification or requested written reports

and/or documents. Failure to provide the requested written reports and/or documents would be cause for termination.

2. Interim recertification is to be provided when the projected annual income is inaccurate due to changes in the family composition or income. FWHS will not complete multiple interims unless the change or changes have affected the annual income used in determining the family's Total Tenant Payment by more than \$25.00.
  3. Recertification for families with zero income is scheduled every sixty (60) days. Zero Income is defined as no income at all or annual income that is considered unreasonable to cover the bare essentials for the family, including contributions. Family receipt of food stamps will be considered in making this determination. The family must verify monthly outgoing living expenses vs. reported income and apply for any eligible income or benefits immediately (TANF, Child Support, Social Security, Food Stamps, Unemployment Insurance, etc.), as well as attend FWHS Job Fairs, self-sufficiency classes and other activities as directed by FWHS. If family has made no attempt to apply for a source of income for which the family is apparently eligible or has not provided satisfactory income/expense reports within a ninety (90) day period, FWHS will proceed to withdraw the eligibility for housing assistance. The appropriate Informal Review or Informal Hearing notice will be included on the withdrawal notice. (See 3.2 Income Eligibility)
- C. ERRORS AT ADMISSIONS OR ANNUAL RECERTIFICATION – Family will not be charged retroactively for any error by FWHS personnel; however, family will be charged retroactively when the error is the result of family's failure to provide accurate information at time of admission or recertification or to provide documents requested by FWHS.
- D. An increase is required by HUD regulations AND/OR FWHS POLICY WHEN:
1. Total Tenant Payment has been based on false or incomplete information supplied by applicant;
  2. Family and FWHS receive notice under an Income Matching Program that indicates a discrepancy of information may exist;
  3. Family who has their Total Tenant Payment reduced under a previous interim recertification and income has increased;
  4. Family who has added or deleted any member(s) of the household from the original family composition or the family composition at the last annual recertification; or



5. Family has had a change or added another income source. (Ex: social security or SSI for family member, new source of employment etc.)

E. EXCLUSIONS TO THESE REQUIREMENTS:

1. A recipient of an unscheduled raise in wages; or
2. FWHS requires participants to report all income changes within ten (10) days of the date of change. FWHS staff will determine whether or not an interim recertification is required.

**9.4 EFFECTIVE DATE OF RENT CHANGES FOR INTERIM/SPECIAL RECERTIFICATION**

Families are not required to but may, at any time, request an interim recertification based on a decrease in income, an increase in allowable expenses or other change in family circumstances. Upon such request, FWHS will take timely action to process the interim recertification and recalculate the family's tenant rent. Timely action shall be that an interview appointment letter or mail recertification packet will be mailed to family within two (2) weeks from date of request and an interview will be scheduled within three (3) weeks of request. Interviews for an Interim recertification are to be scheduled within three (3) weeks of request.

A. INCREASE IN RENT – A rent increase will be effective on the family's anniversary date if the family has complied with FWHS reporting policy.

1. A rent increase will be effective the first month following the date change occurred for families who failed to comply with FWHS reporting policy or otherwise caused a delay in the recertification process.
2. A rent increase will be effective the first of the month following the date the change occurred if family's most recent annual or interim recertification resulted in a decrease in the family's Total Tenant Payment.
3. Required recertification's are to be completed within thirty (30) days from the date family reported change.

B. DECREASE IN TENANT RENT – Reduction in rent will be effective on the first of the month after the interim recertification appointment or receipt of mailed recertification data provided all requested documentation has been received from family in a timely manner.

1. Reduction in tenant rent will be effective on the first day of the month after the month in which the change occurred if FWHS failed to schedule a

recertification interview or complete a mail recertification in accordance with FWHS policy.

2. Reduction in rent will be effective on the first day of the month after the month in which the family reported the income change to FWHS when family fails to report the change in a timely manner or otherwise delays the recertification process.
3. A relocation special recertification that indicates a change in income or family composition is effective on the date of the Housing Assistance Payments Contract for the “new” unit. If change meets an interim recertification requirement, the relocation special recertification will be changed to an interim recertification and the effective date will be in accordance with the interim recertification effective dates as indicated in the Administrative Plan.

## **10.0 RELOCATION (MOVES WITH CONTINUED ASSISTANCE)**

### **10.1 REQUEST TO MOVE**

- A. ELIGIBLE REASONS FOR MOVE – Families already participating in the Housing Voucher Tenant Based Program may be approved to relocate from one unit to another under the following circumstances:
1. The assisted lease for the current unit was terminated by owner, provided the family was not at fault for the termination.
  2. FWHS terminated the HAP contract with owner.
  3. Unit fails to meet HQS requirements solely due to failure of owner to maintain owner related repairs or maintenance.
  4. Family has met the terms of their lease and program regulations and desires to seek alternative housing at the time of lease renewal (annual recertification). (See 10.1 B1)
  5. Family has requested an emergency relocation and provided appropriate documentation to support need. Family is to first attempt to obtain an agreeable termination of lease with the landlord; however, FWHS reserves the right to approve an emergency relocation, allowing the family to maintain the voucher. FWHS acknowledges landlords may proceed to exercise property owners' rights under the terms of the lease. Examples of an emergency relocation include but are not limited to the following:
    - a. Criminal activity that does not include involvement by assisted family.
    - b. Natural disaster
    - c. HQS violations by property owner, etc.
- B. RELOCATION RESTRICTIONS – Requests to relocate are restricted as follows:
1. Family may not request to relocate more than once every twenty-four (24) months without cause.
  2. FWHS may temporarily freeze all relocation requests if there are insufficient funds from HUD to process the new contracts. Exceptions to the freeze may be considered for those defined as “cause” or “emergency” requests.
  3. Family voucher subsidy size will be determined under Administrative Plan Policy in effect at the time of relocation.

4. If there are insufficient funds provided by HUD, an RFTA submitted by a family may not exceed HAP costs under current leased unit.
  5. See Section 12.8 for portability restrictions.
- C. NOTICES – The participating family must make the request to move in writing within ten (10) days from the date of the annual recertification notice. An exception may be approved for an emergency move. An emergency move request should be submitted in writing immediately and is to include an explanation of the nature of the emergency.
1. FWHS will provide family with:
    - a. A notice containing information on the relocation procedure and an approximate timeline for the process and instructions on the importance of the family giving the landlord proper written notice of their intent to terminate the lease, or
    - b. A denial notice. Denial notice is sent at this time if family is apparently ineligible to move due to one of the following reasons:
      - i. Family has not completed their initial twelve month tenancy under the lease;
      - ii. Family owes FWHS monies;
      - iii. Family is in default of their current lease;
      - iv. Family has violated a family obligation under the Housing Choice Voucher Program;
      - v. Family has not satisfactorily settled any tenant related damages or unpaid rent with the property owner;
      - vi. Housing assistance payments in proposed unit exceeds those under the current unit and HUD funds are insufficient to cover increased costs.
- D. INTENT TO TERMINATE LEASE – Families are required to give proper written notice of their intent to terminate lease. The intent to terminate notice should be in accordance with the provisions of the existing lease. However, in accordance with HUD regulations, no notice requirement may exceed sixty (60) days. It is recommended that a family who gives notice to terminate a lease mail the notice by Certified Mail or have the property owner or his agent sign a statement stating the date and time the notice was received. FWHS also provides notice to

the property owner of the family's desire to move from the property when FWHS sends the owner the Relocation Affidavit (see E). The property owner has an obligation to contact the tenant with regard to the Affidavit to discuss the property unit condition and tenant's intent to move even if no letter from the tenant has been received.

- E. **RELOCATION AFFIDAVIT** – A Relocation Affidavit is sent to the property owner requesting information on the status of the participant's tenancy. The property owner is to promptly complete the affidavit, which includes an inspection of the property unit with the tenant. Tenant and property owner should discuss the condition of the property unit, any monies owed the property owner for repairs, and the anticipated date of move.
1. Completed Affidavits are to be returned in conformance with time lines and written instructions provided by FWHS.
  2. Should the property owner fail to complete and return the Affidavit in accordance with the Affidavit instructions, FWHS may elect to send an inspector to the property unit to obtain information on the condition of the property unit, and/or sanction owner for failing to provide necessary information for program operations.
  3. Owner sanction may range from a variety of options which include a written caution that failure to provide information requested by FWHS in the future may affect their participation in the program and/or prohibiting the property unit from re-entry into the Housing Choice Voucher Program for a minimum of one-year from the date of current tenant move-out.
- F. **DETERMINATION** – FWHS staff reviews file data and Affidavit. If family is in good standing, i.e. has met standards set forth under 10.1 A, and 10.1 B a notice is sent to the family giving them a date and time to complete a recertification application. At that time, the household income and family composition will be verified and the family will be approved for relocation. Family will be issued a relocation voucher, which will expire sixty (60) days from the date of issuance. Family must locate a new unit and submit a Request for Tenancy Approval within the sixty (60) day time period.

## **10.2 PROCESSING THE MOVE**

- A. **REQUEST FOR TENANCY APPROVAL** – Initiation of new contracts are processed by the Inspection Division in the same manner as Initial Inspections and Contracts (Sections 7.0 and 8.2).
1. Move-out date for current unit is confirmed with family and/or property owner. Provided HAP contract has remained in good standing, housing assistance is terminated on current unit effective the date family is no longer living in the unit.

2. Housing assistance is initiated on the “new” unit effective the date the family moved into the unit or the date the unit passed HQS, or sixty (60) days prior to the date the contract is executed, whichever is later. Utilities (if the responsibility of the tenant under the terms of the lease) must be in the name of the head of household under the housing assistance application.
  3. Termination of “old” unit and effective date of “new” unit may overlap however, terminated contract may not continue past the first full month in which the family is considered residing in the “new” unit. Overlapping relocations over three (3) days must be approved by Inspection Supervisor, i.e. new contracts and family move-in is October 26th, contract could only overlap with the old unit up to a maximum of six (6) days through October 31st.
- B. **UNUSED RELOCATION VOUCHER** – When the family fails to submit a Request for Tenancy Approval within the time limits of the relocation voucher, the voucher is withdrawn and appropriate written notice is sent to family.
1. Family may not submit another request to relocate until their next annual recertification date.
  2. Provided family, property owner, and housing unit are in good standing with the program regulations, housing assistance will continue on the current unit. Renewal lease between family and property owner must be received within thirty (30) days from date voucher expired.
  3. If owner elects to hold family to their termination notice, owner may evict family through the local courts and FWHS will continue housing assistance payments through the eviction process.

### **10.3 SPECIAL PUBLIC HOUSING RELOCATION VOUCHERS**

Vouchers issued by HUD for public housing resident relocation due to the sale or demolition of a public housing site will be administered in accordance with the purpose for receipt of the vouchers and any agreements that have been executed to facilitate the demolition of the public housing site. Certain restrictions to the issuance of the vouchers may apply such as; the family must agree to utilize the voucher in a non-impacted, low poverty area of the city.

## **11.0 WITHDRAWALS AND TERMINATIONS**

### **11.1 WITHDRAWALS BY FWHS**

An applicant may have their pre-application, application, or housing voucher withdrawn by the FWHS staff for the following reasons:

- A. Providing information or statements, or failing to provide information or statements on a previous application or tenancy with an intent to deceive the FWHS in establishing their eligibility for continued assistance. The application will be withdrawn and applicant may not reapply or have their name placed on the waiting list for a minimum of one year;
- B. Failing to meet eligibility and/or the screening requirements under the SEDACA Policy;
- C. Failure to provide requested information;
- D. Failure to cooperate with FWHS to resolve any application or housing issue that would affect the family's eligibility;
- E. Failure to provide required documentation to support preference claim;
- F. Failure to respond to an appointment or meeting notice;
- G. Failure to attend the required briefing session; and/or
- H. Expiration of housing voucher and/or any approved extension;

### **11.2 INFORMAL REVIEWS**

- A. FWHS provides the applicant with an opportunity for an informal review of a decision denying assistance to the applicant.
  - 1. Applicants are informed of their informal review rights by written statement included on all letters or notices informing an applicant of a denial of assistance.
  - 2. The letter or notice includes the process and requires the applicant to request the informal review, in writing within ten (10) days of the date of the letter/notice.
  - 3. FWHS staff will select a person, other than the person who made or approved the decision under review, or a subordinate of that person to complete the informal review.

4. The applicant may submit written objections to FWHS decision prior to the date set for the informal review.
5. The applicant may provide oral objections to the decision, provided they notify FWHS that they wish to exercise this right. FWHS staff will provide an appointment for the applicant to present their oral objections.
6. FWHS will provide applicant with a written statement on the final decision from the informal review. The statement will briefly describe the reason(s) for the final decision.

B. Informal Reviews are not required under the following circumstances:

1. Discretionary administrative determinations by FWHS;
2. General policy issues or class grievances;
3. A determination of the family unit size under FWHS subsidy standards;
4. A FWHS determination not to approve an extension or suspension of a voucher term;
5. A FWHS determination not to grant approval to lease a unit under the program or to approve a proposed lease;
6. A FWHS determination that the unit is not in compliance with HQS because of the family size or composition;

### **11.3 *TERMINATION OF TENANCY BY OWNER***

A. During the term of the lease, the property owner may not terminate tenancy except on the following grounds:

1. Serious or repeated violations of the lease. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.
2. Violations of Federal, State or Local Law that imposes obligations on the tenant in connection with the occupancy or use of the unit or premises;
3. Other good cause;



B. Other Good Cause

1. Criminal Activity – Owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity.
  - a. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of premises by other residents (including property management staff residing on the premises);
  - b. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
  - c. Any violent criminal activity on or near the premises; or
  - d. Any drug-related criminal activity on or near the premises; or
  - e. Fleeing to avoid prosecution or custody confinement after conviction, for a crime or the attempt to commit a crime that is a felony under the laws of the place from which the individual flees;
  - f. Violating a condition of probation or parole under Federal or State law.
2. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
3. The owner may terminate the tenancy during the term of the lease if any member of household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

C. Termination of Tenancy

1. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do. Other Good Cause includes:
  - a. Disturbance of neighbors;
  - b. Destruction of property; or

- c. Living or housekeeping habits that cause damage to the unit or premises;
- 2. After the initial lease term, such good cause includes:
  - a. Tenant failure to accept the owner's offer of a new lease or revision;
  - b. The owners desire to use the unit for personal or family use or for a purpose other than to use as a rental unit; or
  - c. 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);
- D. During the term of the lease, the property owner may only evict the tenant from the unit by instituting court action in accordance with State Law. Termination of tenancy by a landlord is acceptable at the end of a lease term if landlord elects not to renew tenant's lease.
- E. Owner may not terminate lease for non-payment of Housing Assistance Payments by FWHS.

#### **11.4 TERMINATION OF TENANCY BY THE FAMILY**

- A. The family may terminate tenancy in accordance with the terms of the lease and tenancy addendum.
- B. The family may terminate tenancy by mutual consent with property owner.

#### **11.5 HAP CONTRACT TERMINATION**

The HAP contract is a contract between FWHS and a property owner. Housing assistance payments under the HAP contract may be terminated for one of the following reasons:

- A. One hundred eighty (180) calendar days after the last housing assistance payment to the owner, the HAP contract automatically terminates;
- B. When a property owner terminates the lease in accordance with the terms of the lease, the property owner has started eviction proceedings, and the family continues to live in the unit, FWHS will continue to pay the property owner until a court judgment or other process allows the property owner to evict the tenant or the tenant moves out, whichever comes first, provided unit has not received an HQS non-compliance notice due to property owner related repairs.

- C. If the Consolidated ACC is insufficient to support continued assistance for families in the program or if the unit does not meet HQS standards that are the responsibility of the property owner under the terms of the lease.
- D. Any of these actions by the property owner is considered breach of the HAP contract by the owner:
  - 1. Owner violates any obligation under HAP contract or Contract Tenancy addendum, including HQS;
  - 2. Owner has violated any obligation under any other HAP contract/addendum within the Housing Choice Voucher Program.
  - 3. Owner has committed fraud, bribery, or any other corrupt or criminal act involving a federal housing program;
  - 4. Owner failed to comply with or committed fraud, bribery, or other corrupt or criminal act in connection with mortgages insured or loans made by HUD; or
  - 5. Owner engaged in drug-related criminal activity and/or permits drug related criminal activity on the premises.
- E. Even if the family continues to occupy the unit, FWHS may exercise remedies against the owner under the HAP contract. Remedies by FWHS for HAP contract violations may include:
  - 1. Recovery of overpayments through payments due under any HAP contract executed by owner or any other repayment agreement;
  - 2. Abatement or other reduction of HAP; or
  - 3. Termination of HAP;
- F. The family is not a party to, or a third party beneficiary of the HAP contract.
- G. The family may not exercise any remedy against the owner.
- H. The HAP contract does not create any rights of the family, or other third party (except HUD) to enforce or assert any claim against HUD, FWHS, or the owner under the HAP contract.

## **11.6 TERMINATION OF FAMILY ASSISTANCE**

The following is a list of reasons by which FWHS may take action to withdraw a participant's rental assistance voucher:

- A. Due to a family's action or failure to act, FWHS may terminate assistance to a participant by:
  - 1. Refusing to enter into a HAP contract;
  - 2. Refusing to approve a lease;
  - 3. Terminating the HAP contract; or
  - 4. Refusing to process or provide assistance under portability procedures;
- B. Violations of the Screening and Eviction for Drug Abuse, and other Criminal Activity (SEDACA) Policy or if the PHA determines that any family member is illegally using a controlled substance. FWHS may conduct criminal background checks annually of all program participants and household members sixteen years and older to identify any violations.
- C. The family has not reimbursed any PHA or other entity for amounts paid to an owner under a HAP contract for:
  - 1. Unpaid rent;
  - 2. Damage to unit; or
  - 3. Other amounts owed by family under the lease;
- D. The family breaches an agreement with any PHA to pay amounts owed to a PHA or amounts paid to an owner by a PHA.
- E. The family has engaged in threatening, abusive, or violent behavior towards FWHS personnel or threatening, abusive, or violent behavior that would affect neighbors or property management staff.
- F. The PHA determines that any family member's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors.
- G. When the total tenant payment of the family equals the gross rent.
- H. When the family fails to attend any required training, job fair, self-sufficiency class or other meeting as directed by FWHS.
- I. Serious and/or repeated violations of the lease. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or

threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

FWHS will consider circumstances regarding the family's action or failure to act, including the seriousness of the case and the effects on family members who were not involved in the action or failure to act, in determining a withdrawal of assistance. The FWHS may permit continued assistance for a family on the condition that the family member(s) who were involved in the action or failure to act will not reside or be on the premises of the unit. When such consideration has been given and the family violates the agreement, withdrawal of housing assistance would be automatic. Termination of housing assistance does not automatically affect the family's right to remain in occupancy without Housing Voucher assistance. The owner may offer a new lease to the family or continue the current lease without benefit of the HAP contract.

FWHS Violence Against Women Act policy addresses circumstances related to domestic violence, dating violence, sexual assault and stalking.

#### **11.7 REINSTATEMENT OF VOUCHER**

In cases where the family's calculated Total Tenant Payment is greater than the gross rent (contract plus utility allowance), and the housing assistance payment equals zero, FWHS may restart the contract if:

- A. The family notifies FWHS that their income has been reduced (or gross rent in the unit under contract has increased) to the point where the family's TTP is no longer equal to or more than the gross rent; and
- B. If less than one hundred eighty (180) days has elapsed since the date of the last HAP payment.
- C. If more than one hundred eighty (180) days has elapsed since the last HAP payment, the family must reapply to the wait list to receive Housing Voucher assistance benefits.

#### **11.8 TERMINATION OF HAP CONTRACTS DUE TO INSUFFICIENT FUNDS**

FWHS may terminate HAP contracts if FWHS determines, in accordance with HUD requirements, that funding is insufficient to support funding to pay for currently assisted families. If FWHS determines there is a shortfall of funding, prior to terminating any HAP contracts, FWHS will identify cost savings measures that can be taken to reduce program costs. Cost savings measures may include the stop issuance of vouchers and the recall of vouchers from families who are searching for units.

If funds are still insufficient after taking cost savings measures and HAP contracts must be terminated, FWHS will terminate HAP contracts at their anniversary dates as follows:

- A. Families who have been on zero or unstable income such as contributions of less than \$2,500 for more than six months.
- B. If additional HAP contracts must be terminated, families will be terminated based on how long they have been on the program. Those families who have been on the program the longest will be terminated based on their admission date.
- C. The elderly and disabled will be exempt from steps A and B.
- D. Special Purpose Voucher families (NED- Non- Elderly Disabled, MS5- Five-Year Mainstream, HUDVASH-Veterans Affairs Supportive Housing, and FUP-Family Unification Program) that comprise the required number of families served will be the last to be terminated. If necessary, they will be terminated based on how long they have been on their respective programs with those on the longest being terminated first.
- E. Families will be given a thirty-day notice of termination of voucher for insufficient funds.

If FWHS is not assisting the required number of special purpose vouchers (NED, MS5, VASH, and FUP) when it resumes issuing vouchers, the vouchers must be issued first to these special purpose voucher categories of families on its waiting list until the required number are assisted.

## **11.9 INFORMAL HEARINGS**

- A. Federal Regulations for the Housing Choice Voucher Program, Informal Hearing – Federal regulations governing the Housing Voucher Housing Programs provide for an informal hearing whereby;
  - 1. A participant is given an opportunity for an informal hearing before a person or persons to determine whether certain decisions affecting the participant is in accordance with the Housing Voucher regulations and the FWHS policy;
  - 2. FWHS designates the person or persons to conduct the informal hearing; and
  - 3. Policy and Procedure for the informal hearing are contained in FWHS's approved Administrative Plan.
- B. Limited Right to Informal Hearing for Housing Voucher Participants – The FWHS gives the participants written notice of an adverse decision and the right to a hearing. FWHS must give a participant family an opportunity for an informal hearing to consider whether any of the following FWHS decisions are in accordance with the law, HUD regulations and FWHS policies:
  - 1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;

2. A determination of the appropriate utility allowance (if any) for tenant paid utilities from FWHS utility allowance schedule (The utility allowance schedule itself is not subject to the informal hearing process.)
  3. A determination of the family unit size under FWHS subsidy/occupancy standards. (FWHS subsidy/occupancy standard itself is not subject to the informal hearing.);
  4. A determination to terminate assistance for a participant family because of the family's action or failure to act; or
  5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under FWHS policy and HUD rules;
- C. Items Excluded From Informal Hearing – FWHS is not required to provide a participant family an opportunity for an informal hearing for any of the following items:
1. Discretionary administrative determinations by FWHS;
  2. General policy issues or class grievances;
  3. Establishment of FWHS schedule of utility allowances for families in the program;
  4. A determination not to approve an extension or suspension of a voucher term;
  5. A determination not to approve a property unit or disapprove a non-standardized lease;
  6. A determination that an assisted unit is not in compliance with HQS (however, FWHS must provide an opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family);
  7. A determination that the unit is not in accordance with HQS because of the family size; or
  8. A determination by FWHS to exercise or not exercise any right or remedy against the owner under a HAP contract.
- D. Informal Hearing Procedure – The participant must submit the request for an Informal Hearing in writing within the time limitation stated on the change or denial notice sent by FWHS. All requests are referred to the Assisted Housing Manager

for processing. The Administrator checks the request to insure it meets the time limitation requirement. FWHS continues housing assistance payments through the informal hearing process.

1. If request does not meet time limitation, denial letter is sent to the participant;
2. If request was submitted in compliance with the aforementioned requirements, the Assisted Housing Manager obtains a Hearing Officer from one of the following sources:
  - a. FWHS staff, other than staff who made and/or approved the decision in question, or a subordinate of said staff; or
  - b. A local, established social service agency representative;
  - c. An individual with dispute resolution/mediation training
3. The Administrator should schedule the hearing within two weeks (2) from the date request for hearing was received.
4. A letter is mailed to the Hearing Officer confirming the date and time set for the hearing and a letter is mailed to the participant notifying them of the established hearing date.
5. Prior to the hearing date, both participant and FWHS must give the other the option of reviewing copies of any documents to be presented at the hearing. Copies of said documents may be made by either party at their own expense.
6. A letter ceasing housing assistance payments is sent to participant if participant does not show for the appointed hearing, unless participant contacted FWHS and rescheduled the hearing prior to the established hearing date and time. If participant has not arrived for the Hearing, the Hearing Officer may call the hearing void after 15 minutes past the appointed time for the hearing.
7. The Hearing Officer conducts the Informal Hearing on the date and time specified after giving the participant a brief statement as to the hearing process and procedures.
8. The Hearing Officer provides FWHS an opportunity to present the facts and the rules or policies on which the determination is based. Copies of documents on which the determination is based are provided for the Hearing Officer to review.



9. The participant is given an opportunity to present their objections and produce any documents on which the objection is based.
10. Either party is permitted to present witnesses to substantiate their position. FWHS is to be notified no later than five (5) days prior to the scheduled hearing date if witnesses are to be present and the number of witnesses that will be attending the hearing. It will be the Hearing Officer's discretion as to whether or not to allow witnesses or representatives that were not expected at the hearing by FWHS.
11. The Hearing Officer addresses the decision letter to the Assisted Housing Manager. The letter shall include a brief statement as to the basis for said decision.
12. If the Hearing Officer's decision upholds the original action by FWHS, the original copy of the Hearing Officer's letter is mailed to the participant by FWHS within one (1) week of its receipt.
13. All Hearing Officer decisions that reverse an action by FWHS staff are immediately referred by the Assisted Housing Manager to the Vice President of Assisted Housing for final determination. The Vice President will ensure that the decision of the Hearing Officer is not contrary to HUD regulations or existing FWHS policy and/or an exception is being made that cannot be carried out consistently by FWHS in other like situations. If the determination by the Vice President is that FWHS should not be bound by the decision of the Informal Hearing Officer, a letter will be sent to the participant by the Vice President within two (2) weeks from the receipt of the Hearing Officer's decision. The Vice President's letter will include a brief statement as to the reason for the decision and include a copy of the letter from the Hearing Officer. A copy of the letter from the Vice President will be mailed to the Hearing Officer.
14. Copies of all correspondence regarding the informal hearing are maintained in the file of the participant.
15. The participant file is returned to the Assisted Housing Manager for processing and filing in accordance with the determination of the Vice President of Assisted Housing to accept or reject the Hearing Officer's recommendation.



## **12.0 GENERAL PROGRAM ADMINISTRATION**

### **12.1 PAYMENT STANDARDS**

- A. Payment standards are based on Fair Market Rents (FMR) published annually by HUD. PHAs are required to set payment standards between 90% and 100% of the FMR.
- B. FWHS reviews the payment standard and the private sector rental market on an annual basis and will make adjustments deemed appropriate to the payment standard schedule to allow Housing Voucher participants to seek housing in the widest area possible within Fort Worth city limits. FWHS may consider adjusting payment standards at times other than the annual review when warranted. The review will determine what adjustments to the payment standard are most advantageous to the current rental market, program requirements, budget constraints and the number of families to be served.

### **12.2 SMALL AREA FAIR MARKET RENT (SAFMR)**

- A. Small Area Fair Market Rents (SAFMRs) are FMRs calculated at the zip code level, rather than for the entire metropolitan area.
- B. SAFMRs are intended to provide families with access to low-poverty areas by providing rental assistance at a level that makes the higher rents in such areas affordable to them.
- C. FWHS has been designated by HUD as a SAFMR Public Housing Agency and is required to implement SAFMR requirements no later than April 1, 2018.
- D. SAFMRs will apply to all tenant-based vouchers in FWHS' jurisdiction, including special vouchers such as Veterans Affairs Supportive Housing (HUD-VASH) program and Family Unification Program (FUP) and special housing types such as Single Room Occupancies (SROs) and homeownership vouchers. FWHS will not apply SAFMR to project-based vouchers.
- E. FWHS will establish payment standards for each zip code or groups of zip codes in its jurisdiction to ensure they are between the 90% and 110% basic range of the SAFMR.
- F. If the amount on the payment standard schedule is decreased during the term of the HAP contract, the initial reduction in the payment standard amount used to calculate the family's Housing Assistance Payment will be applied at the effective date of the family's second regular recertification following the effective date of the decrease in the payment standard.
- G. A family that will be affected by a payment standard reduction must receive written notice 12 months before the effective date of the reduced payment standard amount.
- H. As a reasonable accommodation, FWHS may, without HUD approval, establish a payment standard of up to 120% of the SAFMR if required as a reasonable

accommodation for a family that includes a person with a disability. FWHS may request HUD approval to establish a payment standard that exceeds 120% of the SAFMR if necessary as a reasonable accommodation for such a family.

### **12.3 UTILITY ALLOWANCE SCHEDULE**

The Housing Authority maintains a utility allowance schedule for tenant-paid utilities (except telephone), maintenance of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services; e.g., trash collection and disposal of waste and refuse.

- A. The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar bedroom size and type in the same locality. In developing the schedule the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates to establish an average allowance for the twelve (12) months in a year. The utility allowance provided for a specific family is determined by FWHS.
1. The utility allowance is based on the voucher size or the size of the unit, whichever is lower.
  2. Families eligible for a utility allowance under the terms of their lease must have the services on and in the name of the head of household on the assistance application at all times during the period of the lease.
  3. For all initial contracts and annual recertification's, the Housing Authority applies the utility allowance from the most current utility allowance schedule in determining tenant rent for the family.
  4. The Housing Authority may approve a request for a utility allowance higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation for a person with disabilities.
  5. The utility allowance is subtracted from the family's total tenant payment in determining the amount of the Tenant Rent. The participant is then responsible for the payment of the utility bill(s) directly to the utility company.
  6. The Homeownership Program utilizes the same utility allowance schedule prepared as the Housing Choice Voucher Assistance Program.
- B. Families with no income are required to find units where the owner pays utilities. Exceptions are made to this requirement when vacancies in all bills paid units are

unavailable. Maintenance of utility service is an HQS item and a break in service could mean loss of rental assistance for the family. Since the utility allowance is an average over a twelve (12) month period and the utility bills vary considerably, families with no income have no means to maintain the utility responsibility on a month-by-month basis. FWHS will work with the family to obtain a source of income that would permit them to take on the responsibility of utility payments in the future.

- C. The Housing Authority reviews the utility allowance schedule annually at the time FMRs are published by HUD and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility category was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule for audit and SEMAP reviews.

#### **12.4 CHANGE OF OWNERSHIP**

FWHS requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the housing assistance payment from Fort Worth Housing Solutions, address changes and/or changes in direct deposit information.

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

- A. Deed of Trust showing the transfer of title or an executed closing statement by the Title Company.
- B. A Tax Identification Number or Social Security Number;
- C. New owners will be required to execute IRS form W-9. FWHS may withhold the rental assistance payment until the taxpayer identification number is received;
- D. Assignment of Agent Form if owner utilizes the services of another person or company to represent their interest under the HAP contract;
- E. Completion of the direct deposit banking form; and
- F. Ratification of Existing Contract form;

#### **12.4 INVENTORY MANAGEMENT SYSTEM (IMS) / PIH INFORMATION CENTER (PIC)**

HUD requires housing authorities to electronically submit a HUD Form 50058 for each new contract, annual recertification, and termination of assistance. The reports are entered into the HUD Inventory Management System (IMS) to provide reports and information on the Housing Choice Voucher Program.

- A. 50058 REPORT – At a minimum, 50058 information is electronically transmitted to HUD on a monthly basis in accordance with HUD regulations. 50058 error reports are transmitted from HUD to the MIS department. MIS and Assisted Housing staff review the reports. All corrections are made in a timely manner. A copy of the reports and their corrections are provided to the Vice President of Assisted Housing and the Assisted Housing Manager. The Assisted Housing Manager trains staff on how to eliminate errors and ensure they are not occurring on a continuing basis.

#### **12.5 HOUSING VOUCHER MANAGEMENT ASSESSMENT PROGRAM (SEMAP)**

HUD requires housing authorities to submit an annual SEMAP (Section Eight Management Assessment Program) certification on HUD form 52648. FWHS submits reports based on agency information to provide a certified rating for each indicator. Computer reports have been developed to provide information on the various indicators.

- A. Monitoring Reports – FWHS has developed a monitoring report for most of the indicators required for SEMAP. The Vice President of Assisted Housing reviews these reports periodically to insure FWHS Housing Choice Voucher Program is being managed to achieve a high performance rating under the SEMAP certification.

If the reports indicate staff is not meeting the goal of an indicator, the Director reviews the matter with the Assisted Housing Manager, the Admissions Supervisor, and/or the Inspections Supervisor to help develop and implement any adjustment necessary to a current procedure that will result in improved performance.

- B. Year End – At the end of FWHS fiscal year, reports are pulled to substantiate the SEMAP Certification by FWHS. The original certification is submitted to HUD and the Vice President of Assisted Housing maintains a copy for audit purposes.

#### **12.6 COMPUTER, INTERNET REPORTS AND VERIFICATIONS**

- A. FWHS uses Electronic Income Verification (EIV) techniques during the required examinations of family income. Electronic Income Verification is defined as the verification of income through an independent source making use of income information databases such as those maintained by the State of Wage Information

Collection Agencies (SWICAS), the Social Security Administration (SSA), and private internet vendors. Reports are pulled before and/or during each annual recertification. The use of EIV techniques will expedite the income verification process, reduce errors during the recertification of family income and promote integrity in the reporting of income.

- B. The EIV is sponsored by the Office of Public and Indian Housing (PIH) of the Department of Housing and Urban Development. The EIV system provides a single source of income related data to the PHA for use in verifying the income of participants in the various rental programs.
- C. For a complete policy on the UIV/EIV system see Addendum H.

## **12.7 PORTABILITY**

- A. **GENERAL POLICIES OF FORT WORTH HOUSING SOLUTIONS** – A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of FWHS at the time the family first submits its application for participation in the program to FWHS may lease a unit anywhere in the jurisdiction of FWHS. They may also elect to utilize the voucher outside FWHS jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher Program within the jurisdiction of the proposed unit and the payment standard for the proposed entity is equal to or less than the payment standard for FWHS. Occupancy Subsidy Standard must also be equal to that of FWHS.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of FWHS at the time of application, the family will not have any right to lease a unit outside of FWHS jurisdiction for a twelve (12) month period beginning when the family is first housed under the program. During this period, the family may only lease a unit located within the jurisdiction of FWHS.

Family participating in the Voucher Program will not be allowed to move more than once in any twelve (12) month period and under no circumstance will FWHS give a participant permission to improperly break a lease. Under an extraordinary circumstance when a participant has informed FWHS of the need to break the lease, FWHS will take the cause into consideration in determining status of the housing voucher.

Family may only move to a jurisdiction where a Housing Choice Voucher Program is being administered and its Occupancy and Payment Standard must be consistent with FWHS. If a family has moved out of their assisted unit in violation of the lease, FWHS will not issue a housing voucher permitting the family to relocate and will terminate assistance in compliance with Section 11.0, Withdrawals and Terminations. Family must obtain approval from FWHS to move from the approved portable jurisdiction to another jurisdiction if family expects FWHS voucher to provide rental assistance in the new jurisdiction.

- B. **INCOME ELIGIBILITY - Admission** – A family must be income eligible in the area where the family first leases a unit with assistance in the Housing Voucher Tenant Based Program. An applicant family (one who has not been housed under the voucher program) requesting portability must be income eligible under the Receiving Agency’s jurisdiction, utilizing their income limits; however, a participant family (one who is currently being subsidized by FWHS) does not have to meet the Receiving Agency’s income limits.
- C. **ADMINISTRATION BY RECEIVING HOUSING AUTHORITY** – When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that housing authority has a tenant based program covering the area where the unit is located.
1. A housing authority with jurisdiction in the area where the family wants to lease a unit must issue the family a housing voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.
  2. The Receiving Housing Authority may elect to absorb the family into its own program, i.e., provide assistance without billing the Initial Housing Authority, or billing the Initial Housing Authority for HAP payments and administrative fees earned by the Receiving agency.
- D. **PORTABILITY PROCEDURES**
1. **FWHS as the Initial Housing Authority (Out-Going Portables):**
    - a. The family who wishes to port must submit their request, in writing, to FWHS.
    - b. If the family is an applicant family, FWHS will determine whether the family is income eligible in the area where the family wants to lease a unit. FWHS contacts by mail, email or fax the Receiving PHA to ensure their payment and occupancy standard is equal to or less than FWHS and obtain confirmation from receiving agency on whether or not they will absorb the voucher.
    - c. Housing Counselor will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or “mover’s” briefing. Housing Counselor will advise the family how to contact and request assistance from the Receiving Housing Authority.



- d. If client is approved to port Housing Counselor will, within ten (10) calendar days, complete and forward HUD forms 50058 and 52665 to receiving agency. Once receiving agency returns the 52665 form Counselor updates computer accordingly, i.e., if receiving agency indicates it will absorb voucher, FWHS terminates family's FWHS housing voucher –or– if receiving agency indicates it intends to bill FWHS for family, Housing Counselor will place existing HAP contract on hold (Code 7).
- e. Housing Counselor sends a letter to the family and landlord informing them of their obligation to notify FWHS immediately when the family moves from the FWHS unit. FWHS will not pay housing assistance on more than one unit; therefore the starting date of porting contract must be consistent with the move of the family from FWHS.
- f. If family moves from FWHS housing prior to locating and initiating a HAP contract in the receiving agency's jurisdiction, FWHS will place the contract on hold to ensure no additional HAP payments are made to the existing landlord.
- g. When FWHS receives the 52665 from the receiving agency, FWHS will terminate the existing HAP contract and enter new portable data into the computer. Receiving agency must return 52665 to FWHS within ten (10) days of the execution of the HAP contract. The 52665 and first billing must be received by FWHS within sixty (60) days from the expiration date of the 52665.
- h. If receiving PHA has extended the term of the voucher as established by FWHS the receiving PHA still must submit the 52665 and first billing within sixty (60) days from the expiration date set by FWHS.
- i. FWHS does not provide monthly billing to the receiving PHA thereafter but continues housing assistance on behalf of the family until the contract is terminated or the receiving PHA fails to complete the annual recertification in a timely manner.
- j. The HUD form 52665 and 50058 are received by Housing Counselor. File is immediately reviewed by Housing Operations Manager to ensure the forms were received in a timely manner.
  - i. If form was not received in a timely manner, Housing Operations Manager sends a letter to the receiving agency informing them they will need to absorb the voucher since they did not meet HUD requirements on processing the portable.

- ii. If form was received in timely manner, Housing Operations Manager returns file to Housing Counselor for computer entry and processing of HAP payment to receiving agency.
  - iii. Housing Counselor inputs client information in the computer by updating affected screens. "P" is placed in the AP screen where it says "S8 Port" identifying it as out-going portable.
  - iv. Outgoing portable payments are made on a monthly basis at the same time FWHS issues its monthly HAP payments for its voucher program.
2. FWHS as the Receiving Housing Authority (In-Coming Portables):
- a. Assisted Housing receives a copy of the portable letter from the initial PHA requesting 50058, payment and the occupancy policy of FWHS. Letter is date stamped when received. FWHS may not absorb voucher, and billing of the initial agency for HAP payments will occur.
  - b. Letter is returned to the initial PHA within the HUD required ten (10) days from the receipt of letter.
  - c. Initial agency sends FWHS the completed 52665 form along with participants latest 50065 if participant has been approved for portability to FWHS.
  - d. The Assisted Housing Manager requests a criminal background check on porting family. Criminal background information is returned within two (2) working days.
  - e. If criminal background indicates family does not meet FWHS SEDACA Policy requirements, initial agency is informed that FWHS is denying portability of the family to the City of Fort Worth.
  - f. If criminal background information is in compliance with FWHS SEDACA Policy, the 52665, 50058 and any information the initial agency has provided to FWHS is sent to the Admissions Department for completion of an update recertification.
  - g. Admissions will schedule an application appointment. Appointment should be scheduled and application completed as soon as possible to allow porting family sufficient time to locate a unit prior to expiration of the initial agency's voucher.
  - h. Completed application is forwarded to the Assisted Housing Manager who schedules the briefing and issues a voucher to the

family. Expiration date on the voucher will be 30 calendar days from the expiration date of the initial agency's voucher. FWHS will determine whether to extend the voucher term, in accordance with its policies, up to a maximum of one hundred twenty (120) days. Beyond one hundred twenty (120) days, FWHS will seek approval from the Initial Housing Authority.

- i. FWHS will determine the assigned subsidy size for the portable family in accordance with FWHS administrative policies.
  - j. Request for Lease Approval and completion of the HAP contract process is consistent with FWHS new contract procedure except ACC utilized for all incoming portables is "505"; therefore, voucher number must begin with "505..." to provide computer incoming port recertification.
  - k. FWHS will complete Part II-B, questions 1 – 3, of HUD form 52665, and send it to the Initial Housing Authority within ten (10) working days from the date a HAP contract has been executed on behalf of the family or the date the voucher expired when the family has not submitted a Request for Tenancy Approval. Completed 52665 form must be forwarded to the initial agency no later than sixty (60) days after the expiration date of the voucher the family was issued by the initial agency. A copy of the 52665 is sent to the Accounting Department to set up the receivable.
  - l. The Assisted Housing Manager pulls a monthly list of all incoming portables sixty (60) days prior to the annual recertification due date. Assisted Housing Supervisor insures updated 52665 form is forwarded to the initial agency within ten (10) days from the effective date of the annual recertification.
  - m. The Accounting Department sends billing statements on all incoming vouchers no later than the second working day of the month. Receipt of/or reimbursement of HAP payments from the initial agency are processed by the Accounting Department. The Accounting department provides a list of delinquent incoming portable receivables.
3. Relocation for Incoming Portables
- a. If family is requesting to relocate within the jurisdiction of FWHS, the regular FWHS relocation procedure will apply – [Sec 10.0]

- b. If family is requesting relocation to another jurisdiction FWHS will refer the family to the initial agency for approval or denial of relocation.
- c. Absorption by the FWHS
- d. FWHS may enter into a formal agreement with neighboring voucher programs to absorb each other vouchers.
- e. FWHS reviews the number of incoming and outgoing portables on a semi-annual basis. A determination may be made between agencies to “trade” portables and each agency absorb all or a portion of the other agency’s portables within its program.
- f. If FWHS decides to absorb a portable family, the Initial Housing Authority is notified of the action by written notice.

#### 4. Portability Billing

To cover assistance for a portable family, FWHS as the Receiving Housing Authority bills the Initial Housing Authority for housing assistance payments and administrative fees. HUD form 52665 provides the information between agencies regarding the status and financial obligation for the portable family.

As the Initial Housing Authority, FWHS will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority within thirty (30) days of receipt of the 52665 form. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority program is determined in the same manner as for other families in the Receiving Housing Authority program. Portability payments are made at the beginning of each month when regular HAP is sent.

- a. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority’s on-going administrative fee for each unit month that the family receives assistance under the tenant based assistance program from the Receiving Housing Authority.
- b. All administrative fee amounts are increased or decreased at the time HUD issues the calculated changes in administrative fees for all housing authorities.
- c. FWHS will contact the HUD office for any collection problems it may have with an agency beyond three (3) months.

- d. Portable billings are reviewed monthly to ensure Initial PHA's are paying the proper reimbursements.
- e. If reimbursement does not match what FWHS paid out, reconciliation will be made by notifying the Initial PHA.

FWHS as the Initial Housing Authority pays the receiving agency monies due for a portable family on a monthly basis at the same time as it issues HAP payments for all its housing vouchers.

Moves – When a portable family moves from the tenant based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family. The family must meet the Initial Housing Agency's policy on moves and should receive permission to move from the Initial Housing Authority prior to the move.



## **13.0 SPECIAL PROGRAMS**

### **13.1 SHARED HOUSING**

FWHS will entertain Memorandum of Understandings (MOU) with Non-profit agencies that wish to utilize a shared housing program for their clientele.

- A. **INITIATING AN AGREEMENT** – The non-profit agency must submit an application request in writing. The request must include the method of outreach and identification of clients, as well as supportive services to be made available to participants. FWHS will draft a MOU for execution by FWHS and the Non-profit agency. The Non-profit agency would be responsible for participant referrals. Possible candidates from the Housing Voucher wait list may be referred by FWHS to the Non-profit agency for consideration under their shared housing program.
- B. **RENTS** – The calculation of housing rent limitations, rent reasonableness, tenant rents, and HAP payments would be in accordance with the most current HUD regulations. Participants would be responsible for a portion of the gross rent based on their income.
- C. **INSPECTIONS** – Property unit must pass normal HQS requirements. Initial and annual inspection would occur as indicated in this Administrative Plan. Shared housing facility occupancy is limited to one (1) person per bedroom.
- D. **PARTICIPANT ELIGIBILITY** – Shared housing referrals must meet all HUD regulations and FWHS policy eligibility requirements.

### **13.2 SINGLE ROOM OCCUPANCY (SRO) FACILITIES**

- A. HUD regulations, published specifically for the SRO approved grant, govern the administration of each grant.
- B. **GENERAL PROGRAM REQUIREMENTS CONSIST OF THE FOLLOWING:**
  - 1. Applicants are subject to the same eligibility process, except applicant immediately goes to top of waiting list to fill a vacant unit in the SRO complex. FWHS has executed a HAP contract for the complex and individual HAP contracts for the participant are not necessary. However, individual unit leases for each client must be submitted to FWHS prior to initiation of housing assistance payments on behalf of the applicant.
  - 2. Property units must individually pass HQS inspection and facility as a whole must remain in compliance with HQS for each move-in and annual recertification.
  - 3. The property owner or agent promptly notifies FWHS of move-out dates and available vacant units.

4. Inspection Supervisor inspects property annually for audit purposes to ensure HAP contract compliance.
- C. SAMARITAN HOUSE – FWHS currently administers two (2) grants, for a total of fifty-two (52) project-based Housing Voucher assisted SRO units directed toward homeless persons with HIV/AIDS. Samaritan House personnel take applications, screen applicants, and refer applicants to FWHS for processing and calculation of tenant rents.
- D. CORNERSTONE – FWHS administers an eighteen (18) units SRO complex dedicated to homeless individuals who have established a desire and need for self-sufficiency assistance and/or job training. Cornerstone personnel take applications, screen applicants, and refer applicants to FWHS for processing through its Admissions Department. FWHS calculates tenant rents.

### **13.3 CONTRACT ADMINISTRATION**

#### **A. RESPONSIBILITIES**

1. Property management maintains wait list and makes referrals to FWHS. Property management is also responsible for curing all audit findings.
2. FWHS audits all management files for HUD compliance and performs an HQS audit inspection of a sampling of no fewer than twenty (20) units. FWHS also assists families with complaints unanswered by property management.

#### **B. RENT INCREASES**

1. Management must request rent increase in accordance with the most current HUD regulations. Appropriate documentation must be included with the request.
2. FWHS reviews the documentation and either approves or disapproves the request by written notice to the property management.

#### **C. CURRENT CONTRACT ADMINISTRATION CONTRACTS**

There are currently no contract administration contracts.



## **14.0 FRAUD, ABUSE AND MISUSE OF PROGRAM FUNDS**

- A. FWHS investigates all reports or calls from any source that indicates a participating family failing to report income, has persons not on the assistance application living in the unit, has provided fraudulent documents to FWHS or misrepresented their family composition and/or household income or expenses by omission or by intent.
- B. FWHS has periodic matching reports created by MIS or Computer Consultant to detect any duplication of services between its public housing and voucher programs.
- C. If information presented has omitted some data and/or been untimely reported, and is the family's first offense, FWHS may offer the family the opportunity to correct and refund all over payments to FWHS through a retroactive agreement or depending upon the severity of the offense, terminate the housing voucher and pursue collection of the overpayment through any legal recourse available.
  - 1. A second offense of misinformation or untimely reporting of income will mean automatic termination and withdrawal of the housing voucher.
- D. Utility allowance checks to participant are captured as a part of any retroactive repayment agreement.
- E. If family fails to maintain their retroactive repayment agreement in a timely manner, FWHS will withdraw the housing voucher.
- F. Notification letters regarding debts owed, repayment agreement delinquencies and withdrawal of the voucher will include the participant's informal hearing rights.
- H. Families owing FWHS funds and/or who have failed to provide FWHS with sufficient information to document an accurate calculation of the monies owed will be automatically deemed ineligible for future application to the voucher program. Satisfactory resolution of the discrepancy and payment of any monies owed will permit processing of any future applications to FWHS for voucher assistance.
- I. All adults in the household are held responsible for the fraud, abuse or misuse of program funds.
- J. Addendum G contains more detailed information on this policy.



## **15.0 BUDGET AND ACCOUNTING**

### **15.1 HAP PAYMENTS**

#### **A. RECONCILIATION**

1. HAP payments are balanced through FWHS Assisted Housing staff reports and computer generated reports. They are approved for payment by the Assisted Housing Manager;
2. FWHS has a mandatory direct deposit system for handling the HAP payments. All new participating landlords are required to complete a Direct Deposit form and submit it to FWHS along with the request for Tenancy Approval;
3. A housing assistance payment schedule is developed in November of each year for the next year. The schedule is sent to property owners on or about December 1st of each year. All new property owners participating in the program throughout the year are provided with a copy of the schedule;
4. Housing assistance is paid in advance on or about the 1st of each month, i.e., HAP payment for rent due for the month of November would be processed on or about the 1st of November;

#### **B. LATE CHARGES**

FWHS determines the normal late charge policy for the community and will permit property owners to request late charges on housing assistance payments that are delayed solely due to FWHS error. FWHS will review the normal late charge policy annually at the end of its fiscal year;

1. Late charges may not be approved for payment if the housing assistance payment has been deposited or mailed by FWHS to the owner on or before the 5th day of each month;
2. Owner must request late charge in writing;
3. Late charges are not permitted if delay is caused by a delay in funds to FWHS by HUD;
4. Late charges are not permitted for a delay in housing assistance issuance due to delay in data received from a tenant or property owner;

5. Late charges are also not permitted on initial contract payments if payment is made on the 1st of the month following submission of all pertinent data, provided data has been submitted no later than the 25th of the previous month;
6. Data received on contracts after the 25th of the month are not considered delayed by FWHS and will be processed on or about the 1st of the second month following receipt of the data.
7. Permitted late charges are charged only to the amount of the housing assistance payment (not the contract rent).
8. FWHS is not responsible for any late charges due for non-payment of the tenant rent under the terms of the lease.
9. The “normal late charge policy” may not permit late charges to exceed \$5.00 per day for a maximum of fifteen (15) days or 10% of the housing assistance payment due, whichever is less.
10. Late charge penalties are charged to the Housing Voucher Operating Reserves.

#### C. OVERLAPPING HAP PAYMENTS

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of Housing Assistance Payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit is not considered duplicate housing subsidy. Overlapping HAP payments are not allowed if the owner of the new unit and the old unit is the same.

#### 15.2 **HANDWRITES**

- A. FWHS will process handwrites for HAP checks in extenuating circumstances when the HAP contract has not been entered into computer in a timely manner by FWHS. If delay is due to owner or tenant delay in execution of lease or contract handwrites will not generally be processed. Handwrites may also be necessary to satisfy an economic hardship by the property owner. Handwrite requests must be approved by the Assisted Housing Manager. A copy of monthly handwrite requests are submitted to the Vice President of Assisted Housing for review.

- B. If delay in housing assistance payment check is due to FWHS staff error, FWHS will initiate a handwrite check for customer service purposes and/or to avoid late charges.
- C. All handwrites are processed through the appropriate computer Handwrite System by the Accounting Department.

### **15.3 RETRO AGREEMENT**

- A. Retroactive (Retro) Agreements are initiated to capture overpayment of housing assistance payments made on behalf of a family. The overpayment could be the result of a failure by participant to report income to FWHS in a timely manner, a failure to report the addition of members to the household, misinformation submitted during an admission, annual, or interim re-certification process, etc.
- B. The family must make a down payment of one-third of the total retroactive funds due to execute the agreement and continue receiving housing assistance.
- C. Family must maintain retroactive payment agreement in a timely manner. If agreement is not met, FWHS withdraws housing assistance voucher.
- D. Counseling staff may initiate and execute retroactive agreements that consist of a down payment of a third of the monies owed and repayment of the balance over a period of three (3) months. Supervisory approval is required for retroactive agreements that vary from this guideline up to a satisfactory agreement that spans no more than twelve (12) months. Agreements beyond twelve (12) months will be rare and require approval by the Vice President of Assisted Housing. Under all circumstances, the family must provide reasonable documentation of their intent to repay overpayments in the form of a substantial down payment for the execution of the agreement.

Utility allowance checks, if any, are captured and applied to the debt in addition to the installment payments, under the repayment agreement.
- E. All repayment agreements and calculations are submitted to the Assisted Housing Manager for review of the file for accuracy regardless of whether or not the family has requested an Informal Hearing.
- F. Copies of all agreements are submitted to the Assisted Housing Manager, and Vice President of Assisted Housing.
- G. Recapture of funds under fraud recovery is first applied to any legal fees incurred by the Authority and are then split between HUD and the housing authority's Housing Voucher operating fund in accordance with HUD regulations.

A listing of fraud recovery files are maintained by the Assisted Housing Manager and a copy of the listing is provided to the Director of Administrative Services and the Vice President of Assisted Housing on a semi-annual basis.

- H. FWHS will review large debts (over \$1,500) for possible referral to the Office of the Inspector General (OIG), HUD and/or the District Attorney's office for further prosecution.

#### **15.4 1099s**

All new property owners are required to complete a W-9 form for 1099 purposes. FWHS generates 1099s for all property owners and/or agents who receive rental assistance payments from FWHS and submits 1099s to the Internal Revenue Service (IRS). 1099s are mailed by the Accounting Department in accordance with IRS requirements.

#### **15.5 MONTHLY/QUARTERLY/ANNUAL REPORTS**

The Vice President of Assisted Housing generates administrative reports on occupancy, accuracy of computer data, assistance payments, utility payments, etc. on a monthly basis for review. A monthly statistical report is submitted to the President and CEO and the Board of Commissioners.

SEMAP, unit inspections, annual recertification, outstanding RFTA and voucher reports are reviewed on a monthly basis by the Assisted Housing Manager and monitored on a quarterly basis by the Vice President of Assisted Housing.

Annual utilization, SEMAP, and budget reports are submitted to HUD in a timely manner by the appropriate FWHS staff.

#### **15.6 USE OF OPERATING FUND AND RESERVES**

- A. By HUD regulation, operating funds and reserves must be utilized to insure an efficient and effective administration of the housing assistance payment program.
- B. A use of operating reserve funds that equals or exceeds \$5,000.00 must be approved by Board resolution specifying the amount and use of the funds.

## **16.0 POLICY AMENDMENTS AND ADJUSTMENTS**

### **16.1 PROGRAM REGULATION CHANGES**

- A. INFORMATION – FWHS ensures notification of program changes by obtaining Federal Register data from the Internet, membership and attendance at national and local conferences for industry professional organizations and participation in various local and national HUD Housing Voucher working committees.
- B. IMPLEMENTATION – All mandatory regulatory changes are implemented in accordance with HUD regulations. Plan is adjusted as needed with effective dates in accordance with regulation.

### **16.2 FWHS POLICY AMENDMENTS**

- A. PROGRAM REGULATIONS CHANGES – All “flexible” changes that permit the housing agency to determine policy are reviewed and the Vice President of Assisted Housing makes the appropriate adjustments or changes to the Administrative Plan. Board approval is obtained for any significant policy change to the Plan. A copy of the revised plan is made a part of the Agency Plan submitted annually to HUD.
- B. CORRECTIONS OR ADJUSTMENTS – Minor corrections or adjustments may be made to the Administrative Plan at any time without Board approval. A minor adjustment might include the update of the staffing list, number of units in the tenant based assistance program, or a clarification of a policy or process. A minor correction might also include a typographical or grammatical error in the Plan.
- C. CORRECTIONS OR ADDITIONS – To the plan required due to a change in program regulations by HUD may be changed or added at any time without Board approval.
- D. MAJOR FWHS POLICY CHANGES – Require Board approval and may be implemented at time of approval. Such changes will be included in the next Agency Plan.





**ADDENDUM A**  
***VERIFICATION POLICY***

## ADDENDUM A VERIFICATION POLICY

### I. **METHOD**

FWHS shall obtain and document in tenant files, independent third party verification (or document the reason why third party verification was not available) for reported family income, expenses related to deductions from income and other factors affecting adjusted income. FWHS must obtain third party verification of all family assets upon admitting the family to the program, and then again every three years. During the intervening annual reexaminations, FWHS will allow the family to declare assets of \$5,000 or less without third party verifications. Whenever a family member is added, FWHS must obtain third party verification of the family member's assets. At the next annual reexamination of income following the addition of that family member's assets FWHS must obtain third party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold.

All applicants and household members, six years of age and older, must disclose and provide documentation of a valid SSN as outlined in Section VII of this policy. Each family member 18 years of age or older must sign appropriate consent forms to authorize FWHS to obtain third-party verification from the following:

- Any income information or materials from state wage information collection agencies
- Income information obtained from previous and current employers
- Income information from the SSA
- Income return information from the IRS

FWHS will utilize the table below and details provided in PIH Notice PIH 2010-19 for levels of verification.

<b>Level</b>	<b>Verification Technique</b>	<b>Ranking</b>
<b>6</b>	<b>Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)</b>	<b>Highest (Mandatory)</b>
<b>5</b>	<b>Upfront Income Verification (UIV) using non-HUD system</b>	<b>Highest (Optional)</b>
<b>4</b>	<b>Written Third-Party Verification</b>	<b>High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and</b>

		income information and is unable to provide acceptable documentation to support dispute)
3	Written Third-Party Verification Form	Medium – Low (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	Low (Mandatory if written third-party verification is not available)
1	Tenant Declaration	Low (Use as last resort when unable to obtain any type of third-party verification)

## II. LOCAL PREFERENCE VERIFICATION

Involuntarily Displaced - Applicant must provide request for preference in writing, detailing the circumstances under which the preference is being requested. Third party verification utilized to verify all requests may include, but is not limited to confirmation or statement by government agency, police department, social service agency specializing in domestic violence, etc.

## III. VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS

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

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

All eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

All eligible non-citizens must sign a declaration of their status, verification consent form, and provide their original INS documentation. FWHS will make a copy of the individual's INS documentation and place the copy in the file. FWHS also will verify their status through the INS SAVE System. If the INS SAVE System cannot confirm eligibility, FWHS will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, must be listed on a statement of non-eligible members and the head of the household must sign the list.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to Public Housing.

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

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

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the family causes the delay. However, again at the first re-examination FWHS will require the family to provide proof of the eligible non-citizen status of any family member whose verification of eligible status was not confirmed by INS at admission.

If FWHS determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizen listed on the application) to permanently reside in the Housing Voucher unit, the family's assistance will be terminated. Such family will not be eligible to apply for assistance under the Voucher Program for a period of twenty four (24) months from the date of termination.

#### **IV. FAMILY COMPOSITION**

- A. *All family members* - Birth certificates or an approved substitute (passport, immigration certification, etc.) are required for each household member.
- B. *All adults*- Copies of driver's license and/or state identification card are required from head of household spouse and all adults over 18 years of age.
- C. *Head and or Co-tenant* - Certificates of marriage, adoption papers and/or divorce decrees are requested as needed.
- D. *Student Status – Minors* – No verification needed. *Adults* - Letter from institution verifying hours attended, school enrollment form and or grade printout.

#### **V. SPECIAL ACCOMMODATIONS (Handicapped Preference)**

Applicant/participant must provide request in writing for any proposed special accommodations FWHS will document need through third party verification system in order to approve or provide the requested special accommodation.

## **VI. INCOME, EXPENSES AND ASSET VERIFICATION**

Child Care - Third party verification from the childcare provider is required for all childcare deductions. Families who report child care expense by an individual providing child care that is in excess of \$50.00 per week must provide cancelled checks and a copy of their Federal Tax Return showing the deduction for child care as verification of the expense. Families unable to provide the proper verification may be limited to a maximum of \$50.00 per week, per eligible child, for childcare or denied the childcare deduction. Cancelled checks may be used to sustain childcare expense when 3<sup>rd</sup> party verification has not been returned. FWHS shall obtain and document in tenant files, independent third party verification ( or document the reason why third party verification was not available) for reported family income, expenses related to deductions from income and other factors affecting adjusted income. FWHS must obtain third party verification of all family assets upon admitting the family to the program, and then again every three years. During the intervening annual reexaminations, FWHS will allow the family to declare assets of \$5,000 or less without third party verifications. Whenever a family member is added, FWHS must obtain third party verification of the family member's assets. At the next annual reexamination of income following the addition of that family member's assets FWHS must obtain third party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold.

## **VII. VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number must provide verification of his or her Social Security Number. There is a 90-day period during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security number of a family member under the age of 6 years. An extension of one additional 90-day period must be granted if FWHS determines that the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant. New family members must provide this verification prior to being added to the household.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, FWHS will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passport, or other official documents that establish and state the number are also acceptable.

The Social Security numbers of all family members must be provided. Applicants may retain their place on the wait list if Social Security numbers of all family members cannot be provided; however, all members of the household must

provide appropriate documentation of Social Security numbers before the household is admitted into the program.

Applicants for the Section 8 Moderate Rehabilitation Single Room Occupancy program for homeless individuals have 90 days after admission into the program to provide appropriate documentation.

### **VIII. *TIMING OF VERIFICATION***

Verification must be dated within sixty (60) days of certification or re-certification. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes and a telephone verification form will be completed by staff.

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

### **IX. *FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular re-certification. Prior to a new member joining the family, their status will be verified.

HUD regulations require all family members 6 years of age and older to provide a Social Security Number or certify that they have never had one. For program administration purposes, FWHS requires all family members to provide a Social Security Number regardless of age or to provide documentation as to why the family member does not have a social security number at time of application. Families are given appropriate time to obtain a social security numbers for new births without it causing a delay in the processing of the application.

**ADDENDUM B**  
***SEDACA POLICY***

# **SCREENING AND EVICTION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY (SEDACA) POLICY**

## **I. INTRODUCTION**

The Final Rule for Screening and Eviction for Drug Abuse and other Criminal Activity (SEDACA) published in the Federal Register on May 24, 2001 amends the 1996 Extension Act and the 1998 Quality Housing and Work Responsibility Act for the public housing and Section 8 assisted housing programs.

The SEDACA amendments give public housing agencies (PHAs) and assisted housing owners the tools for adopting and implementing fair, effective, and comprehensive policies for screening out program applicants and for evicting or terminating assistance of persons who engage in illegal drug use, alcohol abuse, or other criminal activity. Fort Worth Housing Solutions (FWHS) will adhere to SEDACA as set forth in this policy.

FWHS shall consider the requirements of FWHS Violence Against Women Act (VAWA) policy when enforcing the SEDACA policy.

## **II. ADMINISTRATION**

- A. The provisions for the implementation of this policy shall be reflected in the terms and conditions of the Lease Agreement and the Admissions Policy for all residents of Public Housing and the Housing Choice Voucher (formerly Section 8) Administrative Plan for voucher applicants/participants.
- B. FWHS designated staff shall be responsible for obtaining all criminal history reports. The applicant/tenant shall not be charged for any costs incurred by obtaining said reports.
- C. FWHS program staff shall be responsible for obtaining relevant information from the applicant, resident, participant, former landlord, neighbors, informants, newspaper, police incident reports, or other reliable sources deemed appropriate by FWHS.
- D. All information received shall be examined and evaluated by appropriate FWHS staff.
- E. Applications shall be withdrawn in a fair and consistent manner to ensure the procedure does not discriminate on the basis of race, color, religion, sex, national or ethnic origin, familial status, disability, or actual or perceived sexual orientation or gender identity.



- F. Eviction and termination procedures are to be fair and consistent. Public housing residents are permitted due process through the Grievance Policy as established under the Admissions and Occupancy Policy. Housing Choice Voucher (HCV) participants are permitted due process through FWHS Informal Hearing Policy as established under the HCV (Section 8) Administrative Plan.
- G. The SEDACA policy will be posted on the agency's bulletin board and website, and upon request copies will be made readily available to applicants, residents, and/or program participants.

### **III. SCREENING**

#### **A. Applicants**

FWHS will screen all public housing and Housing Choice Voucher (HCV) applicants and members of the applicant household 18 years of age or older to determine if any household member is currently engaging in, or has engaged in, one or more of the following:

##### **(1) Drug-related criminal activity;**

- Persons who have been evicted from any federal housing assisted program for drug related activity.
- Persons who have been convicted of drug related criminal activity that includes the illegal manufacture, sale, or production of methamphetamine on the premises of any federal assisted or other property.
- Evidence of a drug-related criminal activity which includes the illegal manufacture, sale, distribution or use of a drug or the possession of a drug with an intent to manufacture, sell, distribute or use the controlled substance.

##### **(2) Violent criminal activity;**

- A history of any violent criminal activity that includes the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage.

##### **(3) Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.**

- For public housing only, a history of any other criminal activity by a household that is defined as a felony by local law enforcement.
- (4) Other criminal activity that would threaten the health or safety of the PHA owner or any employee, contractor, subcontractor or agent of the PHA or owner who is involved in the housing operations.
- Acts of verbal or physical confrontation or violence towards management, maintenance or security personnel.
- (5) Alcohol abuse
- A history of alcohol abuse or pattern of abuse, by any household member that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

**B. Residents/Participants**

- (1) FWHS reserves the right to apply the screening criteria to Public Housing residents, Housing Choice Voucher participants, and members of their household 18 years of age or older at any time the housed family has requested to add a member (18 years of age or older) to the household.
- (2) FWHS reserves the right to conduct a criminal background check on all household members 18 years of age or older annually if permitted in the Admissions and Occupancy Policy and the HCVP Administrative Plan.
- (3) If at any time during program participation, FWHS has reasonable cause (e.g., newspaper articles, credible informants, police report or any other information) to believe that a household member is engaging in drug-related or other criminal activity, which would pose a threat to the health, safety, or right to peaceful enjoyment of the premises by other residents or agency employees, the agency will run a criminal background check on all household members 18 years of age or older.

**IV. INELIGIBILITY FOR ADMISSIONS & CONTINUED OCCUPANCY**

- A. The existence of any of the following behavior by applicant, tenant, program participant, live-in aide, guest, any household member, or other person under the tenant's/ participant's control, regardless of the

tenant's/participant's knowledge of the household members' guest's, or other person's behavior, shall require the denial and/or termination of assistance. Corroborating evidence may be used prior to conviction including but not limited to police testimony, eye-witness testimony, defendant's admission and other documentation with a preponderance of evidence of guilt.

- (1) Manufacturing or producing methamphetamine on the premises of federally assisted housing.
- (2) Any household member who is currently subject to any registration requirement under a state sex offender registration program.
- (3) Current abuse of alcohol or use of illegal drugs.

B. Any of the following conduct committed by an applicant, tenant or participant, household member or guest, will result in denial and/or termination of assistance:

- (1) Murder
- (2) Kidnapping
- (3) Rape or crimes of sexual assault
- (4) Indecency with a child
- (5) Arson

However, at the sole discretion of the Vice President of Resident and Community Services and/or the Vice President of Assisted Housing, exceptions may be given based on the totality of the circumstances including corrective actions taken in accordance with the Re-entry policy set forth herein, and other FWHS policies.

C. Any type of felony drug-related criminal activity by the applicant/tenant, program participant, household member, or guests within the past five (5) years will result in denial of admission or continued occupancy in FWHS housing programs. The five-year period begins on the date of the offense. The term "drug-related criminal activity" means:

- The manufacture, sale, distribution, or use of an illegal drug, or;
- The possession with the intent to manufacture, sell, or distribute illegal drugs.
- Eviction from Federally Assisted Housing for drug-related criminal activities.

An otherwise-eligible family who was evicted from federally-assisted housing for drug-related criminal activity may be admitted if the household member engaged in the criminal activity satisfactorily meets evidence of rehabilitation as described in Section IV.E, or if the circumstances leading to the eviction no longer exist (e.g. the individual involved in drugs is no longer in the household).

D. Any of the following types of conduct committed by an applicant/tenant, program participant, household member, or guests within five (5) years will result in denial of admission or continued occupancy in FWHS housing programs. The five-year period begins on the date of the offense. Conviction of a crime is not required in order for assistance to be denied or occupancy to be terminated. Corroborating evidence, including but not limited to police testimony, eye-witness testimony, admission of guilt, and other documentation with a preponderance of evidence of guilt, may be considered.

- (1) Manslaughter;
- (2) Robbery;
- (3) Illegal possession/discharge/display/carrying of firearm or illegal weapon/deadly weapon;
- (4) Assault, aggravated assault, assault by threat, stalking; and
- (5) Physical violence to persons or property, or criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

E. Admission for Public Housing or Housing Choice Voucher Program may be denied if during screening process an applicant has evidenced a pattern over last 5 years history of continuing conduct/acts, regardless of type or severity which may interfere with the health, safety or right to peaceful enjoyment of the premises by others, unless the family has provided satisfactory evidence of rehabilitation. Such conduct includes:

- (1) A pattern of past conduct of illegal use of controlled substances; and;
- (2) Past conduct of abuse or pattern of abuse of alcohol;
- (3) A pattern of theft or fraud;
- (4) A pattern of burglary or automobile theft;

- (5) Threatened abuse or violent behavior towards FWHS staff, management, maintenance, or security personnel.
- (6) Acts of prostitution and/or a pattern of prostitution.

This section also applies to current tenants of public housing and program participants in the Housing Choice Voucher Program.

F. Satisfactory evidence of rehabilitation may include the following:

- (1) Evidence of completion of an appropriate substance abuse rehabilitation program and no additional involvement in such behavior for past 12 months.
- (2) Results of current drug testing, showing no positive test results for at least past 12 months.
- (3) For Public Housing, evidence of a stable rental and/or financial history for one to five years.
- (4) Certification by a parole or probation officer demonstrating current compliance with parole or probation requirements.
- (5) Certification of completion of any relevant behavior modification/counseling course.
- (6) Reports and/or letters from social service agencies or case managers who have been working with the applicant for the past twelve (12) months.

The applicant/participant may provide any other written documentation from any reliable source that may be deemed appropriate for determination of eligibility. FWHS will be the final judge of what constitutes adequate and credible documentation.

G. Admissions and continued occupancy eligibility criteria for applicants and participants in permanent supportive housing programs with active case management will be based on the requirements of the permanent supportive housing programs. Eligibility will be denied for the following reasons:

- (1) Manufacturing or producing methamphetamine on the premises of federally assisted housing.
- (2) Any household member who is currently subject to any registration requirements under a state sex offender registration program.

## V. RE-ENTRY

Consideration will be given to ex-offenders transitioning back into the community from incarceration, allowing them to reunite with their families in public or assisted housing under the following circumstances:

- A. The ex-offender must be referred in writing by an office of the Department of Probation and Parole and be under their supervision.
- B. The ex-offender must engage in active case management by an agency that works with ex-offenders. Family members with whom the ex-offender plans to reunite may also be required to engage in case management.
- C. The ex-offender must demonstrate evidence of rehabilitation that is acceptable to the housing authority.
- D. The ex-offender must either be the spouse, parent, grandparent, child, grandchild or sibling of the head of household.
- E. The addition of the ex-offender to the household must not result in a need to increase the bedroom size of the family.
- F. The ex-offender must not have committed any crimes that would disqualify the person from admission to a FWHS housing program.
- G. The ex-offender must not currently abuse alcohol, use illegal drugs, or be involved in any illegal activity.

## **VI. DENIAL/EVICTION/TERMINATION PROCESS**

- A. Written withdrawal, eviction, and termination of assistance notices are issued in accordance with FWHS Occupancy Policy, Public Housing Lease, or the HCV Administrative Plan.
- B. Eviction and termination procedures are to be fair and consistent. Public housing residents are permitted due process through the Grievance Policy as established under the Admissions Policy. HCV participants are permitted due process through FWHS Informal Hearing Policy as established under the HCV Administrative Plan.

## **VII. RECORDS MANAGEMENT**

- A. FWHS will use criminal records from law enforcement agencies to screen applicants for admission to public and assisted housing programs.

- B. FWHS may disclose criminal records to officers, employees or authorized representatives of FWHS who have job-related need to have access to the information.
- C. All criminal reports received will be maintained in a confidential manner.
- D. If the applicant is determined to be eligible, the criminal history report shall be shredded in accordance with policies outlined in the Admissions and Continued Occupancy Policy and HCV Administrative Plan. If the applicant is denied housing, the criminal history report shall be shredded upon completion of the hearing or due process procedure when a final decision has been made.
- E. When an applicant has been denied assistance, a public housing resident has been evicted, or a HCV participant's rental assistance has been terminated, the agency will document the circumstances of the criminal report, and the date the report was destroyed in the client file.
- F. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code. Misuse or improper dissemination of the above information will be grounds for termination of employment.

**VIII. DEFINITIONS OF CRIMINAL HISTORY**

Adult means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law.  
 \* \* \* \* \*

Covered housing is public housing, project-based assistance under Section 8 (including new construction and substantial rehabilitation projects), and tenant-based assistance under Section 8.  
 \* \* \* \* \*

Covered person, for purposes of 24 CFR 5, subpart I, and parts 966 and 982, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.  
 \* \* \* \* \*

Criminal history is defined as: Criminal background histories that show activity by the applicant, household members, live-in aide, or guests in drug-related criminal activity; criminal activity involving crimes of physical violence to persons or property; or activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property of another; other criminal or drug-related criminal activity which leads to a reasonable cause to believe the person's behavior would adversely affect the health, safety, or welfare of other tenants or neighbors, current use by applicant or household members of illegal controlled substances; or pattern of illegal use by the applicant or household members of a controlled substance, or abuse or pattern of abuse of alcohol, which

may interfere with the health, safety, or right to peaceful enjoyment of the premises by others.

\* \* \* \* \*

Currently engaging in is with respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, *currently engaging in* means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

\*\* \* \* \*

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

\* \* \* \* \*

Five-year period refers to the five (5) years from the date of an offense.

Guest, only for purposes of 24 CFR part 5, subparts A and I, and parts 882, 960, 966, and 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of parts 966 and 982 apply to a guest as so defined.

\* \* \* \* \*

Household, for purposes of 24 CFR part 5, subpart I, and parts, 960, 966, 882, and 982, means the family and PHA-approved live-in aide.

\* \* \* \* \*

Law enforcement agency is the National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

\* \* \* \* \*

Other person under the tenant's control, for the purposes of the definition of *covered person* and for parts 5, 882, 966, and 982 means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as *premises* is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purpose is not *under the tenant's control*. Premises, for purposes of 24 CFR part 5, subpart I, and parts 960 and 966, means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

\* \* \* \* \*

Owner means the owner of federally assisted housing or owner participating in a tenant-based assistance program.

\* \* \* \* \*

Responsible entity for the Section 8 project-based voucher program (part 983 of this title) and the Section 8 moderate rehabilitation program (part 882 of this title), *responsible entity* means the PHA administering the program under and Annual



Contributions Contract with HUD. For all other federally assisted housing, the responsible entity means the owner of the housing.

\*\* \* \* \*

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



**ADDENDUM C**  
***INCOME CALCULATIONS***

## **ADDENDUM C**

### **ANNUAL INCOME, ALLOWANCES/DEDUCTIONS AND TTP CALCULATION REGULATION**

The following information has been taken from the most current regulations regarding annual income, allowances, deductions, and TTP calculations. FWHS has the discretion to use either actual past income or projected future income for purposes of calculating annual income.

#### **I. ANNUAL INCOME**

To determine annual income, FWHS includes gross income of all family members, excluding the types and sources of income that are specifically excluded by HUD regulations. Once the annual income is determined, FWHS subtracts all allowable deductions (allowances) to determine the net income.

- A. Annual income means all amounts, monetary or not, which;
  - (1) Are received by or are paid by, the family head or spouse (even if temporarily absent) or to any other family member;
  - (2) Are anticipated to be received from a source outside of the family during the 12-month period following admission or annual recertification effective date;
  - (3) Which are not specifically excluded by from annual income by HUD regulations; and
  - (4) Are derived (during the 12-month period) from assets to which any member of the family has access.
  
- B. Annual income includes, but is not limited to:
  - (1) The full amount, before any payroll deductions, of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services;
  - (2) The net income from the operation of a business or profession, expenditures for business expansion, or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is

reimbursement of cash or assets invested in the operation by the family;

- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability, death benefits, and other similar types of periodic receipts; including lump-sum amounts or prospective monthly amounts for the delayed start of a periodic amount; (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (However, lump sum additions such as insurance payments from Worker's Compensation are excluded.);
- (6) Periodic and determinable allowances, such as alimony and child support payments, regular contributions, or gifts received from organizations or from persons not residing in the dwelling; or
- (7) All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **II. DEDUCTIONS AND ALLOWANCES**

A. Annual income does not include the following:

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

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in Annual Income Inclusions above);
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- Subject to Annual Income Inclusions above, the full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Certain amounts received that are related to participation in the following programs:
  - Amounts received under training programs funded by HUD;
  - Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
  - Incremental earnings and benefits resulting to any family member from

participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision:

- Must be received under employment training programs with clearly defined goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized by federal, state, or local law, or operated by a public agency;
  - Only exclude the compensation related to the training. Other sources of household income are still included;
  - Exclude the income only for the period during which the family member participates in the employment training program.
- Temporary, nonrecurring or sporadic income (including gifts);
  - Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
  - Adoption assistance payments in excess of \$480 per adopted child;
  - Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
  - Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  - Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed

when necessary. The following is a list of income sources that qualify:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
- Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:
  - The Retired Senior Volunteer Program (RSVP)
  - Foster Grandparent Program (FGP)
  - Senior Companion Program (SCP)
  - Older American Committee Service Program
- Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)];
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e];
- Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program. [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b) or the corresponding provision of the Workforce Reinvestment Act of 1998 (29 USC 2981);
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540);
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 USC. 1407-08);
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] (Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships);
- Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] (Examples include Senior



Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb);

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 USC 1721);
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Childcare and Development Block Grant Act of 1990. (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j);
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 USC 12637(d));
- Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spinal bifida who is the child of a Vietnam veteran (38 USC 1805);
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 USC 10602);
- Allowances, earnings and payments to individuals participating in programs under the Workforce Reinvestment Act of 1998 (29 USC 2931);
- Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under the Special Supplemental Food Program for Women, Infants and Children (WIC).
- Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990.

- Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 by Section 2608 of the Housing and Economic Recovery Act of 2008.
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 and administered by the Office of Native American Programs.
- A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010.
- Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusions from Income of Payments under Recent Tribal Trust Settlements”.
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by States, local governments, and disaster assistance organizations.
- The Medicare Incentive Payment
- Earned Income Disallowance for persons with disabilities [24 CFR 5.617]
  - Initial Twelve (12) Month Exclusion
  - Second Twelve (12) Month Exclusion and Phase-In
  - Maximum Two (2) Year Disallowance
- Tax Rebates from the Internal Revenue Service under the Economic Stimulus Act of 2008 (PIH 2008-23);
- Kinship Guardian Assistance Payments (Kin-GAP) and similar state guardianship care payments (PIH 2008-30);

- Temporary employment by the U.S. Census Bureau for employment no longer than 180 days and culminating in permanent employment (PIH 2008-26)
  - NATIONAL VOLUNTEER ANTIPOVERTY PROGRAMS SUCH AS:
    - VISTA
    - Peace Corps
    - Service Learning Program
    - Special Volunteer Programs
  - SMALL BUSINESS ADMINISTRATION PROGRAMS SUCH AS:
    - National Volunteer Program to Assist Small Businesses
    - Service Corps of Retired Executives

The following benefits are excluded by other Federal Statute as of August 3, 1993:

- Amounts received under HUD funded training programs (e.g. Step-up program) excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training
- Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

### **III. ADJUSTED INCOME**

Adjusted income means annual income (as determined by FWHS) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

- A. Mandatory deductions: In determining adjusted income, FWHS must deduct the following amounts from annual income:
  - (1) \$480 for each dependent;
  - (2) \$400 for any elderly or disabled family;
  - (3) The sum of the following, to the extent the sum exceeds 3% of annual income:
    - a. Unreimbursed medical expenses of any elderly family or disabled family; and
    - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family (including

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

- c. Any reasonable childcare expense necessary to enable a member of the family to be employed or to further his or her education.

#### **IV. TOTAL TENANT PAYMENT**

- A. Determining Total Tenant Payment (TTP). Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:
  - (1) 30% of the family's monthly-adjusted income;
  - (2) 10% of the family's monthly income;
  - (3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs. The portion of those payments which is so designated; or
  - (4) The minimum rent, as determined in accordance with HUD regulations.
- B. If the Calculated TTP is less than \$50.00, a \$50.00 minimum TTP will apply.
- C. Family may elect to pay a Total Tenant Payment up to 40% of their net adjusted household income for rent under an initial housing contract.

Family who elect to pay a Total Tenant Payment greater than 30% of their adjusted income must have an income sufficient to support an additional rent burden. FWHS will deny the processing or continuation of any contract that does not meet this requirement.

**ADDENDUM D**  
***NON-CITIZEN RENT CALCULATION***

## **ADDENDUM D NON-CITIZEN RENT CALCULATION RULE**

### **I. METHOD OF PRORATING ASSISTANCE**

This addendum applies to a mixed family other than a family receiving continued assistance, or other than a family who is eligible for, requests, and receives temporary deferral of termination of assistance. An eligible mixed family who requests prorated assistance must be provided prorated assistance.

- A. For Housing Voucher assistance other than assistance provided for a tenancy under Housing Voucher Rental Voucher Program or for an over-FMR tenancy in the Housing Voucher Rental Program, FWHS will prorate the family's assistance as follows:
- (1) Step 1: Determine gross rent for the unit. (Gross rent is contract rent plus any allowance for tenant paid utilities).
  - (2) Step 2: Determine Total Tenant Payment (See Addendum E), including any family member who has not established eligible immigration status.
  - (3) Step 3: Subtract Total Tenant Payment (Step 2) from amount determined in Step 1.
  - (4) Step 4: Multiply the amount determined in gross rent (Step 3) by a fraction for which:
    - a. The numerator is the number of family members who have established eligible immigration status; and
    - b. The denominator is the total number of family members.

The amount determined in Step 4 is the prorated housing assistance payment for a mixed family.

Prorate of the housing assistance payment does not affect contract rent to the owner. The family must pay as rent the portion of contract rent not covered by the prorated housing assistance payment.

- B. For a tenancy under the voucher program or for an over-FMR tenancy under the voucher program, FWHS will prorate the family's assistance as follows:

- (1) Step 1: Determine the amount of the pre-proration housing assistance payment (Annual income includes income of all family members, including any family member who has not established immigration status.)
- (2) Step 2: Multiply the amount determined in Step 1 by a fraction for which:
  - a. The numerator is the number of family members who have established eligible immigration status; and
  - b. The denominator is the total number of family members.

The amount determined in Step 2 is the prorated housing assistance payment for a mixed family.

Proration of the housing assistance payment does not affect rent to owner. The family must pay the portion of rent to owner not covered by the prorated housing assistance payment.





**ADDENDUM E**  
***HOUSING VOUCHER HOMEOWNERSHIP PROGRAM***

## **ADDENDUM E**

### **HOUSING VOUCHER HOMEOWNERSHIP PROGRAM**

#### **I. INTRODUCTION**

As authorized by the Housing Voucher Homeownership Final Rule published in the Federal Register on September 12, 2000, and the subsequent Department of Housing and Urban Development (HUD) changes to the program, FWHS offers a homeownership assistance program to a limited number of eligible Housing Choice Voucher holders. Interested participants in the Voucher Tenant Based Assistance Program must submit an application for the program and the FWHS will determine eligibility in accordance with FWHS Homeownership policy and ability of the family to qualify for a home mortgage.

#### **II. FAMILY REQUIREMENTS:**

- A. Family must be a current participant in the Fort Worth Housing Voucher tenant based rental assistance program for a minimum of one year.
- B. Family must complete an application for participation in the Fort Worth Housing Voucher Homeownership program.
- C. Family must meet program eligibility requirements.
  - (1) Have an annual minimum household income of *\$16,000*, excluding any welfare assistance the family may be receiving; {If family does not meet FWHS minimum-income standard but can demonstrate it has been pre-qualified or pre-approved for financing that meets FWHS requirements and that financing amount is sufficient to purchase a home that meets HQS in FWHS jurisdiction, family will be processed for pre-counseling and subsequent eligibility determination.}
  - (2) The head of household or co-head of household must be currently employed on a fulltime basis (not less than an average of 30 hour per week as defined by HUD) and have been continuously so employed during the year before commencement of homeownership assistance for the family. Continuously employed includes employment with no more than a 90-day break between employment periods.
  - (3) Families designated as an Elderly/Disabled Family: Welfare assistance may be included to meet the minimum household

income requirement. The employment requirement and the minimum income requirement do not apply to these families.

- (4) Family must be a first-time homebuyer as defined by HUD.
  - (5) Family may not have defaulted under any previous homeownership loan.
- D. Family must complete a pre-assistance and housing counseling program approved by FWHS.
  - E. Family must provide a minimum equity in the home by providing a minimum down payment of 3% of the sales price; 1% of the 3% down payment must come from the personal resources of the family.
  - F. FWHS will make Housing Assistance Payments in the manner prescribed by the lender, either directly to family, directly to lender, or deposited into a financial institution where payments will be drafted by lender. If required by the lender, the family must agree to set up a bank account solely for the purpose of depositing the assistance check and the tenant payment from the family. Family must deposit their portion of the mortgage payment in the account on the 1st of each month. The Mortgager must agree to debit the account each month for the mortgage payment. Date of debit to be established by family's mortgager. FWHS will deposit their portion of the mortgage payment in the account prior to the 5<sup>th</sup> of each month.
  - G. Family is required to complete all requirements for annual recertification's and submit all changes in income to FWHS within 10 days of the change.
  - H. The family must locate a unit within the required maximum period of 120 days. The sale must be within the maximum period of 180 days. The family will be permitted to remain on the Housing Voucher Tenant Based Rental Assistance Program, provided they meet all the eligibility requirements for continued assistance under that program if the homeownership voucher has not been utilized.
  - I. FWHS reserves the right to deny participation in the homeownership program to any family due to lack of funds provided by HUD to cover per unit cost of mortgage payment.
  - J. Family's portion of the mortgage payment (principal, interest, insurance and taxes) may not be greater than 40% of family's net adjusted household income.

### III. PRE-ASSISTANCE/HOMEOWNERSHIP COUNSELING

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling programs required by FWHS (pre-assistance counseling).

- A. Topics for FWHS required pre-assistance counseling program include, but are not limited to:
- (1) Credit counseling;
  - (2) How to find a home, including information about homeownership opportunities, schools, and transportation in the City of Fort Worth;
  - (3) Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
  - (4) Information on fair housing, including fair housing lending and local fair housing enforcement agencies;
  - (5) How to negotiate the purchase of a home;
  - (6) Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), State and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions;
  - (7) How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
  - (8) Home maintenance (including care of the grounds);
  - (9) Budgeting and money management; and
  - (10) Other information FWHS or the counseling agency deems appropriate.
- B. FWHS may adapt the subjects covered in pre-assistance counseling (as listed in paragraph (A) of this section) to local circumstances and the needs of individual families.
- C. FWHS may also require additional counseling after commencement of homeownership assistance (on-going counseling).

- D. FWHS may use a HUD-approved housing counseling agency to provide the counseling for families participating in the homeownership option.
- E. If FWHS is not using a HUD approved housing counseling agency to provide the counseling for families participating in the homeownership option, FWHS will ensure that its counseling program is consistent with the homeownership counseling provided under HUD's Housing Counseling program.

#### **IV. HOMEOWNERSHIP VOUCHER ISSUANCE**

- A. Voucher subsidy size is consistent with policy under the Administrative Plan for the Housing Choice Voucher Program.
- B. Approved applicants will be given a "homeownership" voucher, which will permit them to locate a home they wish to purchase. The family will be given 120 days to locate a unit.
- C. Voucher may be extended an additional 60 days for completion of the sale.
- D. Voucher may not be extended beyond 180 days from date of issuance.
- E. Upon the issuance of a "homeownership" voucher, the FWHS will complete an interim recertification for the family if the family's income requires a change that has not been made effective prior to the issuance of the homeownership voucher or if the last income update is more than 120 days old.
- F. In the event of an increase in household income during the period between the issuance of the "homeownership" voucher and its expiration date, the adjustment will be made at the next annual recertification. In the event of a decrease in household income during the period between issuance of the voucher and its expiration date, the adjustment will be made the month following the date it was reported.

#### **V. SELLER REQUIREMENTS**

- A. FWHS may not commence homeownership assistance for occupancy of a home if FWHS has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation.
- B. Lease-Purchase agreements are not acceptable.

- C. FWHS has the right to accept or reject any property owner it deems inappropriate for the homeownership program to include, but not limited to, those identified under A; and those who have been consistently in noncompliance as a property owner under the Tenant Based Assistance program.

## **VI. PROPERTY REQUIREMENTS**

- A. Initial requirements applicable to the property unit include the following determinations by FWHS:
  - (1) The property unit is an eligible unit under HUD regulation (24CFR 982.352), with any exceptions permitted by HUD.
  - (2) FWHS has elected to limit the Homeownership Program to only single-family housing and single dwelling units in a cooperative or condominium development.
  - (3) Property may include properties owned by FWHS or under FWHS Homeownership program.
  - (4) Family may enter into contract of sale for units not yet under construction at the time the family enters into the contract for sale. FWHS must not commence homeownership assistance until appropriate environmental reviews are completed and construction is completed.
  - (5) Family must have the right to refuse a property under construction if it does not meet the quality and finished home requirements expected by the purchaser.
  - (6) The unit must be inspected and pass a Housing Quality Standards (HQS) inspection conducted by FWHS or a City of Fort Worth Housing and Economic Development property inspector AND by an independent inspector designated by the family under HUD regulation. (See 982.631)
  - (7) The unit must satisfy the minimum Housing Quality Standard (HQS) requirement under HUD regulations (See 982.401 and 982.632) and City Code requirements.

## **VII. INSPECTIONS**

- A. HQS Inspection by FWHS:
- B. FWHS may not commence homeownership assistance for a family until FWHS or other authorized agency has inspected the unit and has determined that the unit passes HQS. The HQS inspection is to occur a minimum of two weeks prior to the proposed closing date. Any failed or incomplete items must be cured, the property re-inspected with a passed status prior to closing.
- C. Independent Inspection:
- D. The unit must also be inspected by an independent professional inspector, selected and paid by the family. This inspection should occur shortly after the signing of a contract of sale.
  - (1) The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.
  - (2) The independent inspector shall not be a FWHS employee or contractor, other person under control of FWHS, or one selected by FWHS. The independent inspector may not have a relationship with the seller.
  - (3) The independent inspector must provide a copy of the inspection report both to the family and to FWHS. FWHS may not commence homeownership assistance for the family until FWHS has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the PHA's tenant-based rental voucher program), FWHS shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

## **VIII. CONTRACT OF SALE**

- A. Initiation of Contract:
- B. Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of

the unit to be acquired by the family. The family must give the FWHS a copy of the contract of sale (see also HUD regulation 982.627(a)(7)).

C. Contents. The contract of sale must:

- (1) Specify the price and other terms of sale by the seller to the purchaser:
- (2) Provide that purchaser has the right of refusal for any home purchased under construction once property has been built.
- (3) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser. Inspection fee is to be paid by purchaser. Independent inspector should not have a relationship with the seller.
- (4) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- (5) Provide that the purchaser is not obligated to pay for any necessary repairs; and,
- (6) Contain a certification from the seller that the seller has not been debarred, suspended, or subjected to a limited denial of participation under this section.

**IX. HOME FINANCING**

- A. FWHS prefers financing for the purchase of the home is by a qualified financial institution in the mortgage-financing business; however, seller financing may be approved on a case-by-case basis.
- B. Balloon payment mortgages are not acceptable.
- C. Down payment required on the home will be a minimum of 3% of the approved sale price (with 1% coming from personal resources).
- D. The family must establish a minimum equity in the home by providing a minimum of 1% of the sales price from their personal resources toward the down payment.
- E. All FHA mortgages are subject to FHA mortgage insurance requirements.



- F. Equity in the home may not be utilized as security for any “equity-secured” loan without pre-approval by FWHS.
- G. FWHS will review lender qualifications and loan terms prior to authorizing homeownership assistance. Homeownership assistance will be denied by FWHS if it is determined the proposed financing, refinancing, or other debt to be unaffordable or if lender or loan terms do not meet FWHS qualifications. In making this determination, FWHS will consider other family expenses such as childcare, unreimbursed medical expenses, homeownership expenses, and other such family expenses it deems appropriate.
- H. Financing for condominiums must be pursuant to all and/or any subject conversions of FHA 4155.1 Chapter 4, Section B guidelines.

**X. FAMILY OBLIGATIONS**

- A. Family Obligations. The family must comply with the following obligations:
  - (1) Ongoing counseling - The family must attend and complete ongoing homeownership and housing counseling required by FWHS.
  - (2) Compliance with mortgage - The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
- B. Prohibition against conveyance or transfer of home.
  - (1) As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to:
    - a. The family must use the assisted unit for residence by the family. The unit must be the family’s only residence;
    - b. The composition of the assisted family residing in the unit must be approved by FWHS. The family must promptly inform FWHS of the birth, adoption, or court-awarded custody of a child. The family must request FWHS approval to add any other family member as an occupant of the unit. No other person (i.e. no one but members of the assisted family) may reside in the unit (except for a foster child or live-in aide as provided under HUD regulations. See 3(a)(iv) of this section).
    - c. The family must promptly notify FWHS if any family member no longer resides in the unit.

- d. If FWHS has given approval, a foster child or live-in aide may reside in the unit. FWHS has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining when FWHS consent may be given or denied. Policy is defined in the Housing Choice Voucher Administrative Plan.
  - e. 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 and are in compliance with City zoning ordinances.
  - f. The family must not sublease or let the unit.
  - g. The family must not transfer the unit.
- (2) The family must supply any information or certification requested by FWHS to verify that the family is living in the unit, or relating to family absence from the unit, including any FWHS requested information or certification on the purposes of family absences. The family must cooperate with FWHS for this purpose. The family must promptly notify FWHS of absences from the unit for more than thirty (30) days.
  - (3) The family may grant a mortgage on the home for debt incurred to finance the purchase of the home or any refinancing of such debt.
  - (4) Upon death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with HUD regulations.

**XI. SUPPLYING REQUIRED INFORMATION**

- A. The family must supply required information to FWHS in accordance with HUD regulation (982.551(b)).
- B. In addition to other required information, the family must supply any information as required by FWHS or HUD concerning:
  - (1) Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the

nature of any such default), and information on any satisfaction or payment of the mortgage debt;

- (2) Any sale or other transfer of any interest in the home; or
  - (3) The family's homeownership expenses.
  - (4) Notice of move-out - The family must notify FWHS, by written notice, a minimum of 60 days before the family moves out of the home.
  - (5) Notice of mortgage default - The family must notify FWHS if the family defaults on a mortgage securing any debt incurred to purchase the home.
  - (6) Prohibition on ownership interest on second residence - During the time the family receives homeownership assistance under the FWHS homeownership program, no family member may have any ownership interest in any other residential property.
- C. Additional FWHS requirements – FWHS may establish additional requirements for continuation of homeownership assistance for the family. FWHS requires the family to attend the post-purchase homeownership counseling and the family agrees to periodic unit inspections while the family is receiving homeownership assistance.
- D. Other family obligations - The family must comply with the obligations of a participant family described in HUD regulation (24CFR 982.551). However, the following provisions do not apply to assistance under the homeownership option: HUD regulations 982.551(c), (d), (e), (f), (g), and (j).

## ***XII. HOMEOWNERSHIP ASSISTANCE***

- A. Statement of Homeownership Obligations - Before commencement of homeownership assistance the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
- B. Occupancy of Home. Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, FWHS may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to FWHS the homeownership assistance for the month when the family moves out.

### **XIII. TERMS OF ASSISTANCE**

- A. Maximum Term of Assistance. Except in the case of a family that qualifies as an elderly or disabled family in accordance with Section XI(C), the family members described in paragraph (B) shall not receive homeownership assistance for more than:
- (1) Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer;
  - (2) Ten years, in all other cases; or
  - (3) Lender mortgage must include provision they are to notify FWHS of any transfer of mortgage a minimum of ten (10) days prior to the first of the month to effect a change for the following month. Transfer of the mortgage must include provision that new lender will accept debit payment system under IIF.
- B. Applicability of Maximum Term. The maximum term described in paragraph (A) of this section applies to any member of the family who:
- (1) Has an ownership interest in the unit during the time that homeownership payments are made;
  - (2) Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made; or
- C. Exception for Elderly and Disabled Families:
- (1) As noted in paragraph (A) of this section, the maximum term of assistance does not apply to elderly and disabled families.
  - (2) In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
  - (3) If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six (6) months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to

receive homeownership assistance in accordance with this section).

- D. Assistance for Different Homes or PHA's. If the family has received such assistance for different homes, or from different PHA's, the total of such assistance terms is subject to the maximum term described in paragraph (A) of this section.

#### **XIV. HOMEOWNERSHIP EXPENSES**

- A. Determination of Homeownership Expenses. In accordance with HUD requirements, FWHS has adopted the following policy for determining the amount of homeownership expenses to be allowed:
  - (1) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
  - (2) Real estate taxes and public assessments on the home;
  - (3) Home insurance;
  - (4) FWHS allowance for maintenance and major repair and replacement expenses in the amount of \$50.00 monthly.
  - (5) FWHS utility allowance for the bedroom size of the home in accordance with FWHS Administrative Plan; and
  - (6) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, provided FWHS determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- B. Payment to Lender or Family: FWHS will make homeownership assistance payments directly to the lender in one of the following manners as required by the lender.
  - (1) By depositing the said amount in a designated bank account set up for the sole purpose of accommodating the mortgage payment. Purchaser deposits the tenant payment to said account. The

mortgager will then debit the account each month for the mortgage payment.

- (2) Make payments directly to the family.
- (3) Make payments directly to the lender.

**XV. HOMEOWNERSHIP ASSISTANCE PAYMENT**

A. Amount of Monthly Homeownership Assistance Payment – While the family is residing in the home, FWHS shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of;

- (1) The payment standard minus the total tenant payment; or
- (2) The family's monthly homeownership expenses minus the total tenant payment.

B. The payment standard for Family

- (1) The payment standard for a family is the lower of:
  - a. The payment standard for the family assigned subsidy size; or
  - b. The payment standard for the size of the home.

If the home is located in an exception payment standard area, FWHS will use the appropriate payment standard for the exception payment standard area.

- (2) The payment standard for a family is the greater of:
  - a. The payment standard (as determined in accordance with paragraphs XIII(B)(1) and (B)(2) of this section) at the commencement of homeownership assistance for occupancy of the home; or
  - b. The payment standard (as determined in accordance with paragraphs XIII (B)(1) and (B)(2) of this section) at the most recent homeownership assistance for occupancy of the home.

For the homeownership option, FWHS will use the same payment standard schedule and subsidy standards, as defined under HUD regulations (982.402 and 982.503) and FWHS Housing Voucher Administrative Plan, as for the Tenant Based Rental Assistance Voucher Program. The utility schedule for an electric

unit with water and sewage paid by the tenant will be utilized for the homeownership program.

## **XVI. TERMINATIONS**

- A. Automatic Termination of Homeownership Assistance. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, FWHS has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.
- B. Failure to Comply With Family Obligations. FWHS may deny or terminate assistance for violation of participant obligations described in HUD regulations (982.552 or 982.633) or FWHS policies.
  - (1) Mortgage default – FWHS must terminate Voucher Homeownership Assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. FWHS, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, FWHS must deny such permission, if:
    - a. The family defaults on an FHA-insured mortgage; and
    - b. The family fails to demonstrate that:
      - i. The family has conveyed title to the home; as required by HUD, to HUD or HUD’s designee; and
      - ii. The family has moved from the home within the period established or approved by HUD.
- C. Late payment of three mortgage payments in a 12-month period or non-payment of one mortgage payment may result in termination from the Housing Choice Voucher Program.
- D. Fraud or intent to deceive FWHS by omission with regard to any and all income, asset and family composition information. Regulations under voucher rental assistance program apply.

## **XVII. PORTABILITY**

- A. Portability of Homeownership Assistance. A family determined eligible for homeownership assistance by the initial PHA may purchase a unit outside of the initial PHA's jurisdiction, if the receiving PHA is administering a voucher homeownership program and is accepting new homeownership families.
- B. Applicability of Housing Choice Voucher Program Portability Procedures. In general, the portability procedures described under HUD regulations (982.353 and 982.355) apply to the homeownership option and the administrative responsibilities of the initial and receiving PHA are not altered except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.
- C. Family and FWHS Responsibilities. The family must attend the briefing and counseling sessions required by FWHS. The receiving PHA will determine whether the financing for, and the physical condition of, the unit are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.
- D. Continued Assistance. Continued assistance under portability procedures is subject to HUD regulation (982.637).

## **XVIII. MOVES**

### Move to New Unit.

- A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements).
- B. FWHS may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.
- C. FWHS has elected to restrict such moves to one move by the family during any one-year period.
- D. FWHS must approve all moves prior to the actual move by the family.



## **XIX. CONTINUATION OF HOMEOWNERSHIP ASSISTANCE**

- A. Requirements for Continuation of Homeownership Assistance. FWHS must determine that all initial requirements required by HUD regulation (982.626) have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:
- (1) The requirement for pre-assistance counseling is not applicable. However, FWHS will require the family complete additional counseling before and possibly after moving to a new unit with continued assistance under the homeownership option;
  - (2) The requirement that a family must be a first-time homeowner is not applicable.
- B. FWHS may deny permission to move to a new unit with continued voucher assistance as follows:
- (1) Lack of funding to provide continued assistance – FWHS may deny permission to move with continued rental or homeownership assistance if FWHS determines that it does not have sufficient funding to provide continued assistance.
  - (2) Termination or denial of assistance - At any time, FWHS may deny permission to move with continued rental or homeownership assistance in accordance with HUD regulation (982.638).
  - (3) General – FWHS shall terminate homeownership assistance for the family, and shall deny voucher rental assistance in accordance with this section.
  - (4) Denial or termination of assistance under basic voucher program - At any time, FWHS may deny or terminate homeownership assistance in accordance with HUD regulations (982.552 Grounds for Denial or Termination of Assistance or 982.553 Crime by Family Members).

## **XX. HOUSING VOUCHER PROVISIONS THAT DO NOT APPLY**

- A. General. The following types of provisions (located in other subparts of HUD regulations) do not apply to assistance under the homeownership option:
- (1) Any provisions concerning the Housing Voucher owner or the HAP contract between the PHA and owner;

- (2) Any provisions concerning the assisted tenancy or the lease between the family and the owner;
  - (3) Any provisions concerning PHA approval of the assisted tenancy;
  - (4) Any provisions concerning rent to owner or reasonable rent; and
  - (5) Any provisions concerning the issuance or term of voucher.
- B. Subpart G requirements. The following provisions of subpart G of HUD regulations do not apply to assistance under the homeownership option:
- (1) Section 982.302 (Issuance of voucher: Requesting PHA approval of assisted tenancy);
  - (2) Section 982.303 (Term of voucher);
  - (3) Section 982.305 (PHA approval of assisted tenancy);
  - (4) Section 982.306 (PHA disapproval of owner);
  - (5) Section 982.307 (Tenant screening);
  - (6) Section 982.308 (Lease and tenancy);
  - (7) Section 982.309 (Term of assisted tenancy);
  - (8) Section 983.310 (Owner termination of tenancy);
  - (9) Section 982.311 (When assistance is paid) (except that 982.311(c)(3) is applicable to assistance under the homeownership option);
  - (10) Section 982.313 (Security deposit: Amounts owed by tenant); and
  - (11) Section 982.314 (Move with continued tenant-based assistance).
- C. Subpart H requirements. The following provisions of subpart H HUD regulations do not apply to assistance under the homeownership option:
- (1) Section 982.352(a)(6) (Prohibition of owner-occupied assisted unit);
  - (2) Section 982.352(b) (PHA-owned housing); and

- (3) Those provisions of 982.353(b)(1), (2), and (3) (Where family can lease a unit with tenant-based assistance) and 982.355 (Portability: Administration by receiving PHA) that are inapplicable per 982.636.
- D. Subpart I requirements. The following provisions of subpart I of HUD regulations do not apply to assistance under the homeownership option:
- (1) Section 982.403 (Terminating HAP contract when unit is too small);
  - (2) Section 982.404 (Maintenance: Owner and family responsibility: PHA remedies); and
  - (3) Section 982.405 (PHA initial and periodic unit inspection).
- E. Subpart J requirements. HUD requirements under subpart J (Housing Assistance Payments Contract and Owner Responsibility) (982.451-456) do not apply to assistance under the homeownership option.
- F. Subpart K requirements. Except for those sections listed below, HUD regulations under subpart K (Rent and Housing Assistance Payment 982.501-521) do not apply to assistance under the homeownership option:
- (1) Section 982.503 (Voucher tenancy: Payment standard amount and schedule);
  - (2) Section 982.516 (Family income and composition: Regular and interim recertification's); and
  - (3) Section 982.517 (Utility allowance schedule).
- G. Subpart L requirements. The following provision of subpart L under HUD regulations do not apply to assistance under the homeownership option:
- (1) Section 982.551(c) (HQS breach caused by family);
  - (2) Section 982.551(d) (Allowing PHA inspection);
  - (3) Section 982.551(e) (Violation of lease);
  - (4) Section 982.551(g) (Owner eviction notice); and
  - (5) Section 982.551(j) (Interest in unit).

H. Subpart M requirements. The following provisions of subpart M of HUD regulations do not apply to assistance under the homeownership option:

- (1) Sections 982.601-982.619; and
- (2) Sections 982.622-982.624

**ADDENDUM F**  
***UPFRONT VERIFICATION POLICY***

# **ADDENDUM F**

## **UPFRONT INCOME VERIFICATION (UIV) POLICY**

### **I. INTRODUCTION**

Fort Worth Housing Solutions (FWHS) is periodically required to re-examine the income and composition of the families residing in Public Housing. These re-examinations enable FWHS to verify the family's continued eligibility to participate in HUD's public housing programs and to determine the amount of rental subsidy that the family is entitled to receive under the program.

FWHS is required to use "Upfront" income verification (UIV) techniques during the required re-examinations of family income. Up-front income verification is defined as the verification of income through an independent source making use of income information databases, such as those maintained by the State Wage Information Collection Agencies (SWICAS), the Social Security Administration (SSA), and private vendors before and during a family re-examination. The use of UIV techniques will expedite the income verification process, reduce errors during the re-examinations of family income, and promote integrity in the reporting income.

The Enterprise Income Verification (EIV) project is sponsored by HUD's Office of Public and Indian Housing (PIH). The UIV system of HUD provides a single source of income related data for wages, SS/SSI, unemployment benefits to FWHS for use in verifying the income of tenants in the various rental assistance programs. FWHS is required to use EIV when verifying the employment and income of program participants at the time of all re-examinations or recertification's.

### **II. PRIVACY ACT REQUIREMENTS**

Federal and State privacy laws apply to the wage and SS/SSI benefit data that Housing Authority administrators receive from HUD. All Housing Authority personnel who will have access to UIV data that discloses must be advised of the following:

- A. The confidential nature of the information received,
- B. The required safeguards over the information, and
- C. The criminal and civil sanctions for non-compliance.

Confidential information that the Housing Authority receives from HUD generally is not to be used or re-disclosed without the consent of the individual (or

someone who may consent on his or her behalf). Also, this confidential tenant information may not be used or re-disclosed for any purpose other than for the verification of an individual's eligibility for rental assistance or for determining the amount of rental assistance benefits the individual should receive. Exceptions to prohibitions against disclosure may exist under State Laws.

Further, no adverse action can be taken against a tenant until the UIV information has been verified and the tenant has been granted an opportunity to contest any adverse findings through the established grievance, hearing or other legal procedures.

Section, 552(e)(3) of the Federal Privacy Act of 1974, as amended, requires that any forms used by the Housing Authority request that an individual contain the following:

- A. The authority for soliciting the information and whether the disclosure of information is mandatory or voluntary,
- B. The purpose(s) for which the information is intended to be used,
- C. The routine uses of the information, and
- D. The effects of not providing all or any part of the requested information.

*Note: The Housing Authority can satisfy these requirements by using **Form HUD-9886** (Authorization for the Release of Information/Privacy Act Notice).*

The Housing Authority may be subject to state privacy laws. Staff of FWHS must become familiar with and comply with those laws. Federal privacy law requirements supersede state privacy requirements.

### **III. SECURITY CONSIDERATIONS**

Security for the electronic UIV data is critical. Accordingly, HUD has developed extensive measures to protect the data from unauthorized access. Some key security features affecting user access to the TASS online system include but are not limited to the following:

- A. Users must enter a User ID and password. This procedure ensures that FWHS will have access only to the wage and benefit information for the residents under their jurisdiction.
- B. Data encryption occurs that is transparent to the user. This prevents unauthorized access to the data while in transmission.

The extensive security measures provide a high degree of protection against unauthorized access. In the event that an authorized user learns of any security violations, they should immediately report such violations to the REAC Technical Assistance Center at 1-800-245-4860.

Fort Worth Housing Solutions will initiate security measures, which may include, but are not limited to the following:

- A. Limiting access to the User ID and password to only a few staff members;
- B. Changing the password when staff terminate employment;
- C. Restricting access to UIV data only to persons whose duties or responsibilities require access;
- D. Deleting files of SS/SSI data stored on local computer hard drives when no longer needed;
- E. Providing training, at least annually, to keep staff current on issues related to security awareness, privacy protection, and compliance with State Privacy laws; and
- F. Investigating reports on potential security violations and taking prompt corrective actions as appropriate.

#### **IV. *LIMITED ACCESS TO UIV DATA***

FWHS will restrict access to UIV data only to persons whose duties or responsibilities require access. The Housing Authority will maintain a record of users who have approved access to UIV data. Further, FWHS will revoke the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege.

UIV data will be handled in such a manner that it does NOT become misplaced or available to unauthorized personnel. Files containing UIV information will be color-coded.

#### **V. *PHYSICAL SECURITY REQUIREMENTS***

FWHS will use a combination of methods to provide physical security for UIV data. These include, but are not limited to, locked rooms that have security or locked building. UIV data will also be maintained in locked metal file cabinets within a locked room.



## **VI. USE OF EIV**

FWHS staff pulls EIV information during interims and annual re-exams of participants. Data pulled from this process may not be used without a third-party verification, which will confirm EIV data.

FWHS also pulls Upfront Income Verification (UIV) such as child support, INS records, work number, etc from the source may be used without third party verification.

## **VII. USE OF UIV/EIV TOOLS TO IDENTIFY DISCREPANCY**

After receipt of third-party verification forms FWHS staff reviews historical income data for patterns of employment, paid benefit and/or receipt of other income. If FWHS records do not match newly obtained income data, the difference must be resolved. In cases where UIV/EIV income data is not substantially different than tenant-reported income, FWHS should do one of the following:

- A. If UIV/EIV income data is less than current tenant-provided documentation, staff will use tenant-provided documents to calculate anticipated annual income.
- B. If UIV/EIV income data is more than tenant-provided documentation, staff will use UIV/EIV income data to calculate anticipated annual income unless the participant provides FWHS documentation of a change in circumstances. Upon receipt of acceptable tenant-provided documentation of change in circumstances, staff will use tenant-provided documents to calculate anticipated annual income.

## **VIII. RESULT OF DISCREPANCY**

The participant has the right to agree or disagree with the discrepancy found by FWHS staff.

- A. If the participant agrees with the discrepancy FWHS staff will proceed with the calculation. If this exercise leads to the participant owing retro monies to FWHS, they will be provided the opportunity to either pay the retro amount in full or enter into a repayment agreement in accordance with FWHS policy.
- B. Should the participant disagree with the discrepancy, they shall be given the opportunity to utilize FWHS grievance procedure or informal hearing procedure whichever is applicable.

**IX. FINAL ACTION**

Upon completion of the grievance procedure or informal hearing which results in favor of FWHS, participant must comply or the following action will be initiated:

- A. Eviction from the Public Housing Program, or
- B. Termination of rental assistance under the Housing Choice Voucher Program

**ADDENDUM G**  
***FRAUD POLICY***

# **ADDENDUM G FRAUD POLICY**

## **I. *POLICY STATEMENT***

Fort Worth Housing Solutions staff is responsible for preventing, detecting and reporting fraud and each staff is made familiar with the types of signals suggesting possible fraud with the scopes of responsibilities. A Fraud Investigator will be responsible for investigating all reported cases of fraud, and should have authority to take control of and examine records.

## **II. *SCOPE OF POLICY***

This policy covers everyone from Management to employees.

## **III. *DEFINITION OF FRAUD***

Fraud and abuse means a single act or pattern of actions:

- A. That constitutes false statement, omission or concealment of a substantive fact, made with intent to deceive or mislead; and
- B. That results in payment of housing choice voucher or public housing programs funds in violation of program requirements.

Examples of the most serious of these activities include, but not limited to the following:

- A. Bribery and kickbacks;
- B. False claims or bid rigging;
- C. Theft, embezzlement or other misapplication of funds or assets;
- D. Forgery or alteration of documents;
- E. Impropriety with respect to reporting financial transactions;
- F. Profiting on inside knowledge; or
- G. Destruction of concealment of records or assets

#### **IV. *REPORTING SUSPECTED FRAUD***

All suspected fraudulent activities should be reported to the Fraud Investigator. The Fraud Investigator is responsible for investigating all reported fraudulent activities by obtaining relevant documentation to justify fraud did in fact occur. After establishing the amount of overpayment involved, the participant is notified of the debt and given an opportunity to dispute the findings.

Public Housing residents are permitted due process through Grievance Policy as established under the Admissions Policy. Section-8 participants are permitted due process through FWHS Informal Hearing Policy as established under the Section-8 Administrative Plan.

FWHS will reject an applicant's application for housing or terminate a resident's lease if it is determined that the applicant/resident misrepresented any information related to eligibility, award of preference for admission, housing history, allowance, family composition or rent. (See restrictions 4.1& 4.4.)

#### **V. *CONFIDENTIALITY***

Any investigation resulting from suspected irregularities will not be disclosed to outsiders, except to the appropriate law enforcement authorities. Management will not retaliate against anyone who report either fraudulent or non-fraudulent irregularities.



**ADDENDUM H**  
***STUDENT ELIGIBILITY***

## **ADDENDUM H STUDENT ELIGIBILITY**

### **I. INTRODUCTION**

On December 30, 2005, the Department of Housing and Urban Development published a final rule (FR-5036-F-01), entitled, "*Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937*," implementing Section 327 of the Appropriations Act of Fiscal Year (FY) 2006. The final rule became effective January 30, 2006. The law and final rule require that if a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Housing Choice Voucher assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Housing Choice Voucher assistance can be provided to the student.

This rule does not affect students residing in a Housing Choice Voucher assisted unit with their parents or reside with parents who are applying to receive Housing Choice Voucher assistance. It applies to students applying for or receiving assistance separately from their parents.

### **II. DEFINITIONS (IN THE CONTEXT OF THE STUDENT ELIGIBILITY RULE)**

- A. Dependent Child- Dependent child of an enrolled student. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or a person, who is under 18 years of age, or a person with a disability, or is a fulltime student.
- B. Student- Any student enrolled either full-time or part-time at an institution of higher education. Part-time students are not exempted.
- C. Parents- Biological parents, adoptive parents, or guardians.
- D. Veteran- a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

### **III. STUDENT ELIGIBILITY REQUIREMENT**

No assistance shall be provided to any individual who:

- A. Is enrolled as a student at an institution of higher education;
- B. Is under 24 years of age;



- C. Is not a veteran of the United States military;
- D. Is unmarried;
- E. Does not have a dependent; and
- F. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

A student under the age of 24 who is not a veteran, is unmarried, and does not have a dependent child, may be eligible for assistance if the student and the student's parents (the parents individually or jointly) are income eligible. If it is determined that the parents are not income eligible, the student is ineligible to receive assistance.

#### **IV. EXCEPTION TO PARENTAL INCOME TEST**

A student may be income eligible in circumstances where the student can demonstrate either the absence of his/her parents, or his/her independence from parents. The criteria include but are not limited to the following:

- A. Student must be of legal contract age per state law (18 years old).
- B. Student must have established separate household from parents or legal guardians for at least one year prior to application, or the individual meets the U.S. Department of Education's definition of an independent student.
- C. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- D. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. The certification is required even if no assistance will be provided.

#### **V. INCOME ELIGIBILITY**

FWHS shall include as annual income any financial assistance in excess of amounts received for tuition and mandatory fees that a student receives. Such financial assistance will not be considered annual income for students over the age of 23 with "dependent children".

## **VI. SCREENING AND VERIFICATION OF APPLICANTS FOR ASSISTANCE**

To verify parents' income, FWHS will require a declaration and certification of income from parents that includes a penalty of perjury. FWHS may request supporting documentation that includes, but is not limited to: Internal Revenue Services tax returns, consecutive and original pay stubs, bank statements, Temporary Assistance to Needy Families (TANF) award letter, Social Security Administration award letter, other official and authentic documents from a Federal, State or local agency.

## **VII. DENIAL AND TERMINATION OF ASSISTANCE**

An applicant who is a student and who does not meet the income eligibility requirements or who has parents who, individually or jointly, do not meet the income eligibility requirements for assistance are not eligible for assistance and will be prohibited from participating in the Housing Choice Voucher Program.

A student under the age of 24 who is not a veteran, unmarried, does not have a dependent child and who is currently receiving assistance, if at recertification is determined to be ineligible, will have his/her assistance terminated.

Upon notification of denial or termination of assistance, the household is entitled to request an informal review or hearing in accordance with Chapters 4 and 11 of the Housing Choice Voucher Program Administrative Plan.

**ADDENDUM I  
PROJECT-BASED VOUCHER PROGRAM**

# **ADDENDUM I**

## **PROJECT-BASED VOUCHER PROGRAM**

### **I. INTRODUCTION**

FWHS will provide Project-Based Voucher assistance in accordance with provisions set forth in 24CFR Part 983, effective November 14, 2005; the Housing and Economic Recovery Act (HERA) of 2008; and the Housing Opportunity through Modernization Act (HOTMA) of 2016, effective April 18, 2017.

### **II. PROGRAM SET-ASIDE**

PBV assistance will be available for up to 20% of the authorized units under the Annual Contributions Contract (ACC) for tenant based assistance (Housing Choice Voucher funding).

FWHS will project-base up to an additional 10% of authorized units above the 20% program limit for units, if the units are for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or located in a census tract with a poverty rate of 20% or less.

### **III. AGENCY PLAN**

Prior to entering into a Housing Assistance Payments Contract for Project-Based Assistance, FWHS will determine that said contract is consistent with the Annual Agency Plan. Consistency with the Plan will be determined through the existence of circumstances indicating project-basing of Housing Choice Voucher assistance, rather than tenant-basing of the same amount of assistance, is an appropriate option and is consistent with FWHS's strategy to maximize the number of affordable units available within its resources.

### **IV. ELIGIBLE HOUSING UNITS**

FWHS will provide PBV assistance for newly constructed, rehabilitated, and existing housing as defined below:

- A. Newly constructed housing – Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an agreement between the PHA and owner for use under the PBV program.
- B. Rehabilitated housing – Housing units that exist on the proposal selection date, but do not substantially comply with the HQS on that date, and are developed, pursuant to an agreement between the PHA and owner, for use under the PBV program.

- C. Existing housing – Housing units that already exist on the proposal selection date and that substantially comply with HQS on that date. (The units must fully comply with the HQS before execution of the HAP contract.)

All proposed sites for rehabilitation and new construction must meet the site and neighborhood standards as defined in 24CFR 983. PBV assistance may not be attached to units in the following types of housing:

- A. Shared housing;
- B. Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- C. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. However, PBV assistance may be attached to a dwelling unit in an assisted living facility that provides home health care services such as nursing and therapy for residents of the housing;
- D. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
- E. Manufactured homes;
- F. Cooperative housing; and
- G. Transitional Housing.

Assistance is prohibited for units in subsidized housing as described in 24CFR 983.54

## **V. CAP ON NUMBER OF PROJECT-BASED UNITS**

For PBV HAP contracts executed prior to April 18, 2017, no more than 25% of the total units in a project may receive PBV assistance unless the assisted units are made available to elderly or disabled families, or families receiving supportive services. The following are eligible types of supportive services:

- A. FSS supportive services
- B. Mental health supportive services that allow families to live independently and successfully in an integrated community setting.

- C. Self-sufficiency programs administered by federal, state, or local governments; or a non-profit organization that combines college education, housing, counseling, employment, child care, transportation and case manager services.

For PBV HAP contracts executed on or after April 18, 2017, no more than 25% of the total units may receive PBV assistance unless the assisted units are made available exclusively for elderly families, or units that are for households eligible for supportive services, or units where the project is located in a census tract with a poverty rate of 20% or less.

## **VI. OWNER APPLICATION REQUIREMENTS**

Property owners submitting a proposal for PBV funding must include the following information:

- A. A description of the housing including the number of units by size, bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans and estimated date of constructions, if applicable. Amenities and other services should also be included in this description.
- B. Evidence of site control and for new construction, identification and description of the proposed site, site plan and neighborhood.
- C. Evidence of current zoning or evidence to indicate that rezoning is likely and will not delay the project.
- D. The proposed contract rent for the project including which utilities are included and for those utilities not included and estimate of average monthly costs for the first year of occupancy.
- E. A statement identifying all information related to displacement and relocation and identification of the responsible party that will carry out the relocation.
- F. Identification of the owner and other project principals, investors and other parties that have a substantial interest in the project and information on the qualifications and experience of the principal participants.
- G. A description of any supportive services provided to families.
- H. A management and maintenance plan for the project.
- I. Evidence of financing to support the project.

- J. Evidence the proposal has been selected in a competition process such as HOME, or Low Income Housing Tax Credits within three years of the PBV proposal selection date, if appropriate.
- K. Other relevant information as determined by FWHS.

Prior to final selection of proposal, owner must submit required documentation for subsidy layering review, and project must pass an Environmental Review.

## **VII. SELECTION PROCEDURES**

FWHS will select PBV proposals pursuant to one or all of the following methods:

- A. FWHS will issue a request for PBV proposals. If FWHS uses this method to select PBV proposals, FWHS will provide public notice of the request for PBV proposals through a local newspaper of general circulation and through FWHS's website.
- B. FWHS will select PBV proposals for housing assisted under a federal, state, or local government housing assistance community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded Low Income Housing Tax Credits have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.
- C. A project in which FWHS has an ownership interest may receive PBV assistance without undergoing a competitive process.
  - (1.) FWHS ownership interest. An ownership interest means that FWHS or its officers, employees, or agents are in an entity that holds any direct or indirect interest in the project in which the units are located, including, but not limited to an interest as: titleholder; lease; stockholder; member, or general or limited partner; or member of a limited liability corporation. FWHS ownership interest also includes a scenario in which FWHS is the lessor of the ground lease for the land upon which the PBV project to improve, develop, or replace the public housing property is located or will be constructed.

(2.) Conditions for non-competitive selection. In order to be subject to this non-competitive exception, the following conditions must be met:

- (a) FWHS must be engaged in an initiative to improve, develop, or replace the public housing properties or sites. The public housing properties or sites may be in the public housing inventory or they may have been removed from the public housing inventory through any available legal removal tool (which may include but is not limited to disposition or demolition under Section 18 of the Act, voluntary conversion under Section 22 of the Act, or required conversion under Section 33 of the Act) within 5 years of the date on which FWHS entered into the AHAP or HAP pursuant to the non-competitive selection.
- (b) If FWHS plans rehabilitation or new construction, a minimum threshold of \$25,000 in hard costs per-units required.
- (c) If FWHS plans to replace public housing by attaching project-based assistance to existing housing in which FWHS has an ownership interest or over which FWHS has control, then the \$25,000 per-unit minimum threshold does not apply as long as the existing housing substantially complies with HUD's housing quality standards. To substantially comply with HUD's housing quality standards, the housing must meet the inspections requirement designated in chapter 8 of the Housing Choice Voucher Program Administrative Plan.
- (d) FWHS anticipates converting public housing units in Butler Place Apartments to the Rental Assistance Demonstration (RAD) program. Units will be developed in various projects throughout Fort Worth. Such projects will also include PBV units not to exceed the program cap.

FWHS also anticipates demolishing Cavile Place Apartments public housing units and applying for tenant protection vouchers. Additional projects may be developed that include PBV units not to exceed the program cap.



FWHS will only use the competitive selection procedure described in VII A when the non-competitive selection procedures in VII B and VII C are not applicable or feasible.

Proposals must also meet the following criteria:

- A. The proposed project must not permanently displace any current tenants. Tenants may be temporarily relocated if necessary during rehabilitation of the unit at the expense of the owner.
- B. Rental levels must not exceed 110% of the Fair Market Rent or any approved exception payment standard and must be reasonable in relation to rents charged in the private market for unassisted comparable units.
- C. If a unit has been allocated a low income housing tax credit (IRS Code 42) but is not located in a qualified census tract, as defined in the law, the rent levels may be set at any level that is comparable with unassisted market rate units.

Prior to selecting the units for PBV assistance, FWHS will make a determination that the application is responsive and in compliance with all selection criteria and is otherwise in compliance with HUD program regulations and requirements.

## **VIII. SITE SELECTION POLICY**

All PBV assistance for housing must be on sites that are consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities.

Site selection must meet one of the following criteria:

- A. The census tract in which the proposed PBV development will be located is undergoing significant revitalization.
- B. State, local, or federal dollars have been invested in the area resulting in the achievement of deconcentrating poverty and expansion of housing and economic opportunities.
- C. 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.
- D. There are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

## **IX. HOUSING ASSISTANCE PAYMENTS CONTRACT**

Upon acceptance of the units by FWHS, a HAP contract for Project-Based Voucher Assistance will be executed in the format prescribed by HUD. The PBV contract will be for a project that consists of either a single building, multiple contiguous buildings, or multiple buildings in contiguous parcels of land.

FWHS will execute all PBV HAP contracts for a period of 20 years, subject to future availability of funding under the ACC with HUD. At any time during the contract term, FWHS may extend the term of a contract for an additional 20 years.

Owners may request and receive a rent increase at the anniversary date of the HAP contract. Rents must be reasonable as determined by FWHS.

## **X. Vacancy Payments**

FWHS may only provide vacancy payments to owners of PBV units that are permanent supportive housing units. These are PBV units designated for persons who are experiencing homelessness and eligible for supportive services. The HAP contract may provide for vacancy payments for up to two months following the move-out month. The vacancy payment to the owner cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.

FWHS may make vacancy payments to the owner only if:

- A. The owner gives FWHS prompt, written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief);
- B. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- C. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- D. The owner provides any additional information required and requested by FWHS to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by FWHS and must provide any information or substantiation by FWHS to determine the amount of any vacancy.

## **XI. TENANT SELECTION**

FWHS will use a separate wait list for admission to PBV units at each PBV site. Each PBV waitlist will be managed by the PBV owner, unless otherwise managed by FWHS.

Applicants on the HCVP tenant-based wait list may have their names placed on the PBV site-based wait list. If there are insufficient names on a site-based wait list, names from the HCVP tenant-based wait list may be added. Such names added will be done so in the same order they appear on the tenant-based list. FWHS will announce the availability of PBV site-based wait lists by publishing an announcement in a local newspaper and posting it on FWHS website. Tenants residing in units selected for the PBV program who otherwise qualify for HCVP assistance will be placed on FWHS waiting list for that site. Owners may also refer applicants to the waiting list based on FWHS waiting list policies and selection criteria.

Owners must lease all assisted units to eligible families. Failure to do so will result in a reduction of the units under contract or other legal remedies including suspension or debarment from HUD programs.

After one year of occupancy in a PBV unit, a tenant may move. FWHS will convert PBV tenants wishing to move to HCVP participants by providing them with the next available voucher. Housing assistance payments will continue on the PBV unit until the tenant vacates the unit.

The owner is responsible for screening and selection of tenants in accordance with the written selection criteria approved as part of the original proposal for the PBV program. The owner must promptly notify FWHS in writing of the rejection of a family and the grounds for such decision.

If the owner rejects an applicant family who believes the rejection was unlawful discrimination, FWHS will assist the family or refer the family to the local Fair Housing Center or the HUD field office.

When a family is selected for a PBV unit, FWHS will determine the family's eligibility, brief the family, and provide the family with all required written information and documents identified in 24CFR 983.252.

## **XII. CONTINUED ASSISTANCE**

If a family is occupying a wrong-size unit, or unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, FWHS will offer the family the opportunity to receive continued housing assistance in another unit. Such continued housing assistance will be in the form of PBV assistance in an appropriate-size unit. If a PBV unit is not available, the family will be offered tenant-based rental assistance under the voucher program.

## **XIII. ONGOING ACTIVITIES**

FWHS shall administer the PBV program in accordance with all provisions under the HCVP including issuing of monthly HAP payments, annual re-certification of household composition and income and inspection of all units to assure compliance with HQS.

The owner is responsible for managing the units in accordance with all requirements under the approved management plan and the HAP contract. After initial occupancy, the owner must immediately notify FWHS of any vacancies.

## **XIV. OTHER POLICIES**

All other policies stated in the HCVP Administrative Plan related to occupancy of HCVP families will apply to project-based units as appropriate.

**ADDENDUM J**  
**VIOLENCE AGAINST WOMEN ACT (VAWA)**

# **ADDENDUM J**

## **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### **Policy Statement**

FWHS shall implement the Violence Against Women act and Department of Justice Reauthorization Act of 2013 (VAWA), which prohibits the eviction of, and removal of assistance from, certain persons living in or public or Section-8 assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925). (Refer to Addendum XXIII)

To ensure compliance with federal regulations, the Board of Commissioners hereby adopt Resolution Number 2797, on April 19, 2017, to establish a Violence Against Women Act Policy.

### **Purpose**

The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:

- Protecting the safety of victims;
- Creating long-term housing solutions for victims;
- Building collaborations among victim service providers and
- Assisting FWHS to respond appropriately to the violence while maintaining a safe environment for FWHS, employees, tenants, applicants, Housing Choice Voucher participants, program participants and others.

The policy will assist Fort Worth Housing Solutions (FWHS) in providing rights under the Violence Against Women Act to its applicants, public housing residents, Housing Choice Voucher participants and other program participants.

### **Applicability**

This policy is incorporated into FWHS's "Admission and Continuing Occupancy Policy", and "Housing Choice Voucher Program Administrative Plan" and applies to all FWHS housing programs.

### **Definitions**

The definitions in this Section apply only to this Policy.

- **Bona Fide Claim**: A bona fide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.
- **Confidentiality**: FWHS will not enter information provided to FWHS by a victim alleging domestic violence into a shared database or provide this information to any related entity except as stated below.

- Dating Violence: Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.
- Hearing Decisions Regarding Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Texas, or committed by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of Texas.
- Affiliated Individual: A spouse, parent, brother or sister; or child of a victim or an individual to whom the victim stands in loco parentis; or any other person living in the household of the victim.
- Perpetrator: A person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.
- Sexual Assault: means any nonconsensual sexual act proscribed by Federal, Tribal or State law, including when the individual lacks capacity to consent.
- Stalking: (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse of intimate partner of the victim.

Statements containing:

- A **‘must’** are mandatory requirements.
- A **‘should’** are best practice specifications, where compliance is generally expected unless a significant business reason exists to the contrary.
- A **‘will’** refers to actions that are part of an existing process, e.g., “users **will** be subject to disciplinary action” or “variances from policy **will** be dealt with on a case-by-case basis”. A **‘may’** refers to an open option for decision, e.g., “Employees may be required to work overtime as assigned by their supervisor and as may be required due to business requirements”.

## **CERTIFICATION AND CONFIDENTIALITY**

The person claiming protection under VAWA shall provide a complete and accurate certification to a FWHS owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days a FWHS owner or manager may take action to deny or terminate participation or tenancy.

All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) provided to FWHS or to an owner or manager in conjunction with any other FWHS program shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding or in connection with termination of other program assistance as permitted in VAWA, or
3. Otherwise required by applicable law.

All program participants shall be notified in writing concerning their rights to confidentiality and the limits on such rights to confidentiality.

## **HUD APPROVED CERTIFICATION**

For each incident that a person is claiming as abuse, the person may certify to FWHS, owner or manager their victim status by completing a HUD approved certification form (form HUD-50066). The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other identification, only if it is safe to do so or is known to the victim.

## **OTHER CERTIFICATIONS**

A person who is claiming victim status may provide to FWHS, an owner or manager:

- Documentation signed by the victim and 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 the abuse, in which the professional attests under penalty of perjury the professional's belief that the incident(s) in question are bona fide incidents of abuse; or
- A federal, state, tribal, territorial, local police or court record.



## **CONFIDENTIALITY**

FWHS and the owner and managers shall keep all information provided to FWHS under this section confidential. FWHS and owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- The victim requests or consents to the disclosure in writing;
- The disclosure is required for eviction from public housing and/or termination of Housing Choice Voucher or Project Based Rental Assistance; or
- The disclosure is required by applicable law.

## **APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE, OR TENANCY**

FWHS shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Housing Choice Voucher assistance or occupancy rights, or evicting a tenant.

Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant's household or any 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 immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.

Notwithstanding, FWHS, an owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.

Nothing in the previous sections shall limit the authority of FWHS, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.

Nothing in the previous sections shall limit FWHS, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However FWHS, owner or manager may not hold a victim to a more demanding standard.

Nothing in the previous sections shall limit FWHS, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if FWHS, owner or manager

can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or other if the tenant family is not evicted or terminated from assistance or denied admission. Nothing in the previous sections shall limit FWHS, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

A housing assistance recipient who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is; (a) victim under this Policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the housing program may be relocated to another safe unit.

### **ACTIONS AGAINST A PERPETRATOR**

FWHS can take action against a perpetrator of domestic violence. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault, or stalking. The action may include but is not limited to:

- a) Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
- b) Obtaining and enforcing a trespass against the perpetrator;
- c) Enforcing FWHS or law enforcement's trespass of the perpetrator;
- d) Preventing the delivery of the perpetrator's mail to the victim's unit;
- e) Proving identifying information; and;
- f) Other reasonable measures.

### **FWHS RIGHT TO TERMINATE HOUSING AND HOUSING ASSISTANCE UNDER THIS POLICY**

Nothing in this Policy will restrict FWHS, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by FWHS, owner or manager that such a claim is false.

Nothing in this Policy will restrict FWHS right to terminate tenancy if the victim/tenant

- 1. Allows a perpetrator to violate a court order relating to the act or acts of violence; or
- 2. Allows a perpetrator who has been barred from FWHS property to come onto FWHS property including but not limited to the victim's unit or any other area under their control
- 3. Who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes but is not limited to unreported income and ongoing boarders and lodgers violation, or damage to property.

## **STATEMENTS OF RESPONSIBILITY**

- A tenant victim has no less duty and responsibility under the lease to meet and comply with the terms of the lease than any other tenant not making such a claim. Ultimately all tenants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. FWHS will continue to issue lease violation notices to all residents who violate the lease including those who claim a defense of domestic violence. FWHS recognizes the pathologic dynamic and cycle of domestic violence and will work with victims of domestic violence partnering with other local victim support service providers to help victims break the cycle of domestic violence through counseling and the development of an agreed to Safety Plan.
- A tenant victim who claims as a defense to a lease violation that the violation is directly related to domestic violence will be referred to a domestic violence advocacy program.
- A tenant victim must take personal responsibility for exercising control over their household by accepting assistance and complying with the Safety Plan. Failure to do this will be seen as other good cause.
- All damages including lock changes will be the responsibility of the tenant victim. This is in keeping with other agency policies governing tenant caused damages.

## **NOTICE TO APPLICANTS, PARTICIPANTS, TENANTS AND OWNERS**

FWHS shall provide notice to applicants, participants, tenants, managers and owners of their rights and obligations.

## **REPORTING REQUIREMENTS**

FWHS shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. FWHS shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

## **CONFLICT AND SCOPE**

This Policy does not enlarge FWHS's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another FWHS policy such as its Housing Choice Voucher Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy, this Policy will control.

## **TRANSFERS**

FWHS provides that the family may move in violation of the lease if the family has complied with all other obligations of the program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

If the circumstances described above exist, FWHS may allow a family to move if the only basis for the denial is that the family is violating the lease agreement. FWHS may request that the family provide the HUD- approved certification form (form HUD-50066), or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

In cases where FWHS determines that the family's decision to move was reasonable under the circumstances, FWHS may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

### **COURT ORDERS/FAMILY BREAK-UP**

It is FWHS's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by FWHS and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

### **RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of FWHS to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If FWHS staff become aware that an individual assisted by FWHS is a victim of domestic violence, dating violence, sexual assault or stalking, FWHS will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring FWHS either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. FWHS's VAWA Emergency Relocation plan shall describe providers of shelter or services to victims of domestic violence with which FWHS has referral or other cooperative relationships.

### **FWHS EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE**

Fort Worth Housing Solutions (FWHS) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), FWHS allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of FWHS to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether FWHS has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections,

how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing, Housing Choice Voucher, Project Based Rental Assistance or Special Programs is in compliance with VAWA.

### **ELIGIBILITY FOR EMERGENCY TRANSFERS**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **EMERGENCY TRANSFER REQUEST DOCUMENTATION**

To request an emergency transfer, the tenant shall notify FWHS's management office and submit a written request for a transfer to Lanesha Davis, PO Box 430, Fort Worth TX 76101 or FAX: 817.333.3633. FWHS will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under FWHS's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **CONFIDENTIALITY**

FWHS will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives FWHS written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Rights under the Violence Against Women Act For All Tenants for more information about

FWHS's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **EMERGENCY TRANSFER TIMING AND AVAILABILITY**

FWHS cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. FWHS will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. FWHS may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If FWHS has no safe and available units for which a tenant who needs an emergency is eligible, FWHS will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, FWHS will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **SAFETY AND SECURITY OF TENANTS**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

### **LOCAL AGENCIES:**

One Safe Place Family Justice Center  
817.916.4323  
[www.onesafeplace.org](http://www.onesafeplace.org)

Safe Haven of Tarrant County  
877.701.SAFE (7233)  
[www.safehaventc.org](http://www.safehaventc.org)

The Women's Center of Tarrant County  
Rape Crisis and Victim's Assistance

817.927.2737

[www.womenscentertc.org](http://www.womenscentertc.org)

Victim Assistance – Tarrant County  
817.884.3697

**RELATED POLICIES/REFERENCES FOR MORE INFORMATION**

Admission and Continuing Occupancy Policy

**APPLICABLE FORMS/ATTACHMENTS**

VAWA Incident Certification Form

VAWA Emergency Transfer Request Form

VAWA Emergency Transfer Plan Document





**ADDENDUM K**  
**STANDARDS OF CONDUCT**  
**AND**  
**CODE OF ETHICS**

# STANDARDS OF CONDUCT

## SECTION 1. GENERAL PROVISIONS

### 1. AUTHORITY

The authorities for Fort Worth Housing Solutions' Standards of Conduct are:

- a. Annual Contributions Contracts between the Authority and the U.S. Department of Housing and Urban Development (HUD).
- b. HUD Handbook 7460.8, Procurement Handbook for Public Housing Agencies.
- c. Chapter 392 of the State of Texas Local Government Code.

### 2. PURPOSE

The maintenance of unusually high standards of honesty, integrity, impartiality, and conduct of employees is essential to assure the proper performance of Authority business and the maintenance of confidence by citizens in the community. The avoidance of misconduct and conflicts of interest on the part of the employees through informed judgment is indispensable to the maintenance of these standards.

### 3. DEFINITIONS

- a. **Authority** means the Housing Authority of the City of Fort Worth. Standard of Conduct
- b. **Employee** means an officer or employee of the Authority.
- c. **Person** means an individual, a corporation, a company, an association, a firm, a partnership, a society, a joint stock company, or any other organization of institution.
- d. **Outside Employment** means all gainful employment other than performance of official duties. It includes, but is not limited to, working for another employer, the management or operation of a private business for profit (including personally owned businesses, partnerships, corporations, and other business entities) and other self-employment.

### 4. DISCIPLINARY AND OTHER REMEDIAL ACTION

A violation of the Authority's STANDARDS OF CONDUCT by an employee may be cause for appropriate remedial or disciplinary action, which may include, in addition to any penalty prescribed by law:

- a. Changes in assigned duties.
- b. Divestment by the employee of his conflicting interest (unless otherwise provided divestiture is to be completed within 60 days after notice of a decision that a conflict exists.).
- c. Disciplinary action including suspension and/or termination of employment in appropriate cases.
- d. Disqualification for a particular assignment.

## **SECTION 2. CONDUCT AND RESPONSIBILITIES OF EMPLOYEES**

### **1. BASIC PRINCIPLE**

Each employee of the Authority must realize that the Authority's basic and controlling purpose in employing him/her is the public interest rather than any private or personal interest, and that a commissioner, employee, agent, contractor or subcontractor can never have a right of tenure that transcends the public good. He/she can properly be an Authority commissioner, employee, agent, contractor or subcontractor only as long as it remains in the public interest. Public trust and confidence in the integrity of the Authority are paramount.

- a. The basic principle applies with special force and effect to the authority, which deals directly with important segments of the public, and whose success depends upon public trust and confidence in its actions. The official actions of the Authority often have a direct bearing upon the financial and other interest of individuals, firms and institutions with which it does business. Furthermore, the effective accomplishment of the Authority's mission is significantly dependent upon a public image that engenders confidence in its integrity. Accordingly, the confidence of any involvement that tends to damage that image is a responsibility of exceptional importance for all commissioners, employees, agents, contractors and subcontractors who participate in or influence official operating determinations that affect the interests of those with whom the Authority does business.
- b. If there is knowledge of a commissioner, employee, agent, contractor or subcontractor's involvement in or association with circumstances reasonably construed to reduce public confidence in the acts or determinations of the Authority, such knowledge may be sufficient cause for the initiation of action adverse to the commissioner, employee, agent, contractor or subcontractor. Commissioners, employees, agents, contractors and subcontractors, therefore, are alerted to the gravity with which the Authority will view any such involvement, especially if it has to do with conflicts of interest or the compromise of integrity – whether real or only apparent.

## **2. PROSCRIBED ACTIONS**

A commissioner, employee, agent, contractor and subcontractor shall avoid any action which might result in, or create the appearance of:

- a. Using public office for private gain.
- b. Giving preferential treatment to any person.
- c. Impeding efficiency or economy.
- d. Losing complete independence or impartiality.
- e. Making decisions outside official channels.
- f. Affecting adversely the confidence of the public in the integrity of the Authority.

## **3. GIFTS, ENTERTAINMENT AND FAVORS**

- a. Except as provided in Subparagraph b., a commissioner, employee, agent, contractor or subcontractor shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, from a person who:
  - (1) Has, or is seeking to obtain, contractual or other business or financial relations with the Authority.
  - (2) Conducts operations or activities that are regulated by the Authority.
  - (3) Has interests that may be substantially affected by the performance or nonperformance of the party's official duties.
- b. The Prohibitions of Subparagraph a., do not apply in the following cases.
  - (1) Obvious family or personal relationships, such as those between the parents, children, or spouse of the employee and the employee, when the circumstances make it clear that it is those relationships rather than the business of the persons concerned which are the motivating factors.
  - (2) The acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of commissioners, employees, agents, contractors and subcontractors, such as home mortgage loans.
  - (3) The acceptance of unsolicited advertising or promotional material, such as pens, pencils, note pads, calendars, and other items of nominal intrinsic value.

- b. An employee shall not solicit a contribution from another employee for a gift to an official superior, or accept a gift from an employee receiving less pay than himself. However this subparagraph does not prohibit a voluntary gift of nominal value or donation in a nominal amount made on a special occasion such as marriage, illness, or retirement.

#### **4. INTERESTED COMMISSIONERS OR EMPLOYEES**

- a. General Prohibition as required by State Law and Annual Contributions Contracts:

- (1) No Commissioner, employee, agent, contractor or subcontractor of Fort Worth Housing Solutions, during his/her tenure or for one year thereafter, shall acquire any interest, direct or indirect, in any housing project or in any property included or planned to be included in any project, nor shall he/she have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project.
- (2) If any Commissioner or employee of the Authority owns or controls an interest, direct or indirect, in any property included or planned to be included in any housing project, he/she immediately shall disclose the same in writing to the Authority and such disclosure shall be entered upon the Minutes of the Authority.
- (3) Such shall be done only after obtaining the prior approval of HUD in projects involving the Low Rent Housing Program. Failure to obtain such approval or to disclose such interest shall constitute misconduct in the office.

- b. Award and Administration of Procurement Contracts:

No employee, officer or agent of the Authority shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when a financial or other interest in a firm selected for award is held by:

- (1) The employee, officer or agent involved in making the award;
- (2) Any member of his or her immediate family;
- (3) His or her partner; or
- (4) An organization which employs, or is about to employ, any of the above.

The Authority's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

## **5. OUTSIDE EMPLOYMENT AND OTHER ACTIVITY**

- a. An employee shall not engage in outside employment or other outside activity not compatible with the full and proper discharge of the duties and responsibilities of his PHA employment. Incompatible activities include but are not limited to:
  - (1) Acceptance of a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which acceptance may result in, or create the appearance of, conflicts of interest.
  - (2) Outside employment which tends to impair his mental or physical capacity to perform his Fort Worth Housing Authority duties.
  - (3) Activities that may be construed by the public to be the official acts of the Authority.
  - (4) Activities that establish relationships or property interests that may result in a conflict between his private interests and his/her official duties for the Authority.
  - (5) Employment that may involve the use of information secured as a result of employment at the Authority to the detriment of the Authority or the public interest, or that may give preferential treatment to any person.
  - (6) Employment with any person, firm, or other private organization having business either directly or indirectly with the Authority.
- b. An employee shall not receive any salary or anything of monetary value from a private source as compensation for his services to the Authority.

## **6. FINANCIAL INTEREST**

- a. A commissioner, employee, agent, contractor or subcontractor shall not:
  - (1) Have a direct or indirect financial interest that conflicts substantially, or appears to conflict substantially, with the Authority's duties and responsibilities.
  - (2) Engage in, directly or indirectly, a financial transaction as a result of, or primarily relying on, information obtained through Authority relationship.

## **7. USE OF AUTHORITY PROPERTY**

An employee shall not directly or indirectly use or allow the use of Authority property of any kind, including property leased to the Authority for other than officially approved

activities. An employee has a positive duty to protect and conserve Authority property, including equipment, supplies, and all other property.

#### **8. MISUSE OF INFORMATION**

For the purpose of furthering a private interest, an employee shall not, directly or indirectly, use or allow the use of official information obtained through or in connection with Authority employment which has not been made available to the general public.

#### **9. INDEBTEDNESS**

An employee shall pay each just financial obligation in a proper and timely manner, especially one imposed by law, such as Federal, State, and Local taxes. For the purpose of this paragraph, a “just financial obligation” means one acknowledged by the employee or reduced to judgment by a court, and “in a proper and timely manner” means in a manner which the Authority determines does not, under the circumstances, reflect adversely on the Authority as his/her employer. In the event of a dispute between an employee and an alleged creditor, this paragraph does not require the Authority to determine the validity or amount of the disputed debt.

#### **10. GAMBLING, BETTING AND LOTTERIES**

An employee shall not participate, while on Authority-owned or leased property or while on duty for the Authority in any gambling activity including the operating of a gambling device, in conducting a lottery or pool, in a game for money or property, or in selling or purchasing a number slip or ticket. However, this paragraph does not preclude solicitations conducted by organizations composed of employees among their own members for organizational support or for benefit or welfare funds for their members, or similar Authority approved activities.

#### **11. GENERAL CONDUCT: AND CONDUCT PREJUDICIAL TO FORT WORTH HOUSING SOLUTIONS**

The Authority requires that each employee shall conduct himself/herself in a manner that facilitates the effective accomplishment of the work of the Authority, observing at all times the requirements of courtesy, consideration, and promptness in dealing with the public and with persons or organizations having business with the Authority.

#### **12. MEMBERSHIP IN ORGANIZATIONS**

An employee may not, in an official capacity as an officer or employee of the Authority, serve as a member of a private organization except where the President and CEO has determined in writing that such service would be beneficial to the Authority and consistent with such officer’s or employee’s service as an Authority employee.

However, an employee may serve in an individual capacity as a member of a private organization, provided that:

- a. The membership does not violate the restrictions noted in Paragraph 5.
- b. The official title or organization connection is not shown on any listing or presented in any activity of the organization in such a manner as to imply that he is acting in his official Authority capacity. (The above prohibition shall not be deemed to apply to private organizations such as NAHRO in which the Authority has membership for the purpose of better accomplishing its goals.)

### **13. MISCELLANEOUS PROVISIONS**

In addition to the laws which have been taken into account in the preceding paragraphs, there are many other laws and responsibilities which bear on the conduct of employees. These cover such matters as: disloyalty and striking, disclosure of classified information, habitual use of intoxicants to excess, misuse of an Authority vehicle, misuse of the franking privilege, use of deceit in an examination or personnel action in connection with Authority employment, fraud or false statements in an Authority matter, mutilating or destroying a public record, counterfeiting and forging transportation requests, embezzlement of Authority money or property, failing to account for public money, embezzlement of the money or property of another person in the possession of an employee by reason of his employment, certain political activities, etc. Each employee is required to abide by such laws and fulfill his responsibilities as a public employee.



# CODE OF ETHICS

## PURPOSE OF THE CODE

In order to foster the highest professional standards and behavior and exemplary service to the Authority, this CODE OF ETHICS has been developed as guidance for the Commissioners, employees, agents, contractors and subcontractors of the Housing Authority of the City of Fort Worth.

## EXPLANATION

To better understand each ethical principle, a justification or explanation is provided to indicate where and how motivation or prescription of action is intended.

## ETHICAL PRINCIPLES

### A. Personal Behavior

1. Commissioners, employees, agents, contractors and subcontractors shall adhere to the STANDARDS OF CONDUCT promulgated by the Authority.

**This principle endorses a commitment to recognize the STANDARDS OF CONDUCT adopted by the Board of Commissioners.**

2. Commissioners, employees, agents, contractors and subcontractors shall not engage in acts or be associated with activities which are contrary to the public interest or discreditable to the Housing Authority of the City of Fort Worth.

**This principle cautions avoidance of actions which adversely affect the public interest and the professional image of the Authority.**

3. Commissioners, employees, agents, contractors and subcontractors shall not engage in private employment or hold themselves out as an independent practitioner for remuneration except with the consent of the Authority, if required.

**This principle identifies a restriction against private earnings which result from the use of professional qualifications without the express approval of the Authority, if required.**

4. Commissioners, employees, agents, contractors and subcontractors shall not purposely transmit or use confidential information obtained in professional work for personal gain or other advantage.

**This principle prohibits the improper use of official position or office for strictly personal purposes, monetary or otherwise.**

## **B. Professional Competence and Performance**

1. Commissioners, employees, agents, contractors and subcontractors shall strive to perform the duties of their position and supervise the work of their subordinates with the highest degree of professional care.

**This principle emphasizes the requirement to give special attention to the professional aspects of work and not to condone substandard performance at any level.**

2. Commissioners, employees, agents, contractors and subcontractors shall continually seek to increase their professional knowledge and skills.

**This principle stresses the importance of professional development and the use of professional skills in helping colleagues.**

3. Commissioners, employees, agents, contractors and subcontractors shall render opinions, observations, or conclusions for official purposes only after appropriate professional consideration of the pertinent facts.

**This principle stresses the importance of avoiding unsupported opinions involving professional judgments which could cause inappropriate official actions.**

4. Commissioners, employees, agents, contractors and subcontractors shall exercise diligence, objectivity, and honesty in their professional activities and be aware of their responsibility to identify improprieties that come to their attention.

**This principle places the responsibility upon all parties to exercise moral and independent judgment and to disclose illegal, improper or unethical practices noted in the course of work.**

5. Commissioners, employees, agents, contractors and subcontractors shall be aware of and strive to apply requirements and standards prescribed by authorized Government agencies which may be applicable to their work.

**This principle recognizes that special professional criteria are promulgated by authorized Government agencies (e.g., U.S. Department of HUD, General Accounting Office, the Office of Management and Budget, the Treasury Department, and others) which require attention in certain assignments.**

### **C. Responsibilities to Others**

1. In the performance of any assignment, Commissioners, employees, agents, contractors and subcontractors shall consider the public interest to be paramount.

**This principle stresses a foremost concern for the public interest in any specific work situation involving competing interests.**

2. Commissioners, employees, agents, contractors and subcontractors shall not engage in any activity or relationship which creates or gives the appearance of a conflict with their Authority responsibilities.

**This principle cautions against becoming involved in situations where official or personal activities are inconsistent with Authority responsibilities.**

3. In speaking engagements or writings for publication, Commissioners, employees, agents, contractors and subcontractors shall identify personal opinions which may differ from official positions of the Authority.



## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.] [24 CFR 5.100]

**50058 Form:** The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and recertification process, and, at the option of the housing authority, for interim recertifications.

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. [24 CFR 5.611]

**Administrative Fee:** Fee paid by HUD to the housing authority for the administration of the program. [24 CFR 982.4]

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs. [24 CFR 982.4]

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term). [24 CFR 982.4]

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

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, and medical expenses for elderly families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. [24 CFR 982.4]

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. [24 CFR 5.403]

**Annual Income:** All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. *[1937 Housing Act; 24 CFR 5.609]*

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program. *[24 CFR 982.4]*

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assets:** see **Net Family Assets**

**Assisted Lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority. *[24 CFR 982.4]*

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. *[24 CFR 5.504(b)]*

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. *[24 CFR 5.603(d)]*

**Citizen:** A citizen or national of the United States. *[24 CFR 5.504(b)]*

**Co-Resident:** An unrelated adult not included in the head of household's immediate family, that the head of household has requested to be added to the lease and is bringing their supportive and financial resources to the family during their stay in the household. Co-residents are not eligible for remaining member of the household status.

**Co-tenant:** An unrelated or an adult not included in the head of household's immediate family that the head of household has requested be added to the lease and is bringing their supportive and financial resources to the family during their stay in the household. Co-tenants are not eligible for remaining member of the household status.

**Common Space:** In shared housing: Space available for use by the assisted family and other occupants of the unit. *[24 CFR 982.4]*

**Congregate Housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing. *[24 CFR 982.4]*

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. *[24 CFR 5.214]*

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located. *[24 CFR 982.4]*

**Continuously Assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program. *[24 CFR 982.4]*

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. *[24 CFR 982.4]*

**Criminal Activity:** Illegal activity involving the use, possession, or attempt to deliver a controlled substance, alcohol abuse or any other activity against persons or property when such activity leads to behavior that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or FWHS employees.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards. *[24 CFR 882. 102]*

**Department:** The Department of Housing and Urban Development. *[24 CFR 5.100]*

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. [24 CFR 5.603(d)]

**Dependent Allowance:** An amount equal to \$480 multiplied by the number of dependents, that is deducted from the household's gross annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. [24 CFR 5.603(d)]

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. [24 CFR 5.403(b)]

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws or an individual who has been displaced from their housing unit as a result of domestic violence, hate crimes, cooperation as a witness with a law enforcement agency or modernization of public housing units by the authority.

**Displaced Person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act, referenced in 24 CFR 5.403]

**Domestic Violence:** A person being threatened and/or abused by another member of the family living in the same unit.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law. [24 CFR 982.4]

**Drug Related Criminal Activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug Trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance. [24 CFR 982.4]



**Dwelling Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. [24 CFR 5.403]

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. [1937 Housing Act, Section 3(b), as referenced in 24 CFR 5.403(a)]

**Evidence of Citizenship or Eligible Status:** The documents that must be submitted to evidence citizenship or eligible immigration status. [24 CFR 5.504(b), 5.508(b), and 5.510(b)]

**Exception Rent:** An amount that exceeds the published fair market rent. [24 CFR 982.4]

**Extremely Low-Income Families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). [24 CFR 5.100]

**Fair Market Rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register in accordance with 24 CFR part 888. [24 CFR 982.4] [See also 24 CFR 5.100]

**Family:** Includes but is not limited to, regardless of actual or perceived sexual orientation or gender identity:

- a. Family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;

- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family. *[24 CFR 5.403]*

**Family Members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family Self-Sufficiency Program (FSS program):** The program established by a housing authority in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u). *[24 CFR 982.4]*

**Family Share:** The portion of rent and utilities paid by the family. *[24 CFR 982.4]*

**Family Unit Size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards. *[24 CFR 982.4]*

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority; set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three (3) years, rather than annually.

**FMR/Exception Rent Limit:** The Housing Voucher existing housing fair market rent published by HUD headquarters, or any exception rent. For a regular tenancy in the Voucher Program, the initial contract rent to owner plus any utility allowance may not exceed the FMR/exception rent limit (for the selected dwelling unit or for the family unit size). For an over-FMR tenancy in the Voucher Program, the payment standard is the FMR/exception rent limit. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit. *[24 CFR 982.4]*

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under this method, the family's income is evaluated at least annually.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Voucher Program, as well as an institution offering a college degree. *[24 CFR 5.603(d)]*

**Gender Identity:** Homosexuality, heterosexuality or bisexuality.

**Gross Rent:** The sum of the rent to the owner plus any utilities. *[24 CFR 982.4]*

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). *[24 CFR 982.602]*

**Guest:** A person temporarily staying in the unit for less than fourteen (14) days (annually) with the express or implied consent of the head of the household.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. *[24 CFR 5.504(b)]*

**Household Members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner. *[24 CFR 982.4]*

**Housing Authority (HA):** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. *[24 CFR 5.100]*

**Housing Quality Standards (HQS):** The HUD minimum quality standards for housing assisted under the Housing Choice Voucher Program.

**Housing Voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program. *[24 CFR 982.4]*

**Housing Voucher Holder:** A family that has an unexpired housing voucher.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent. *[24 CFR 5.615]*

**Income Category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Income Contribution:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby-sitting provided on a regular basis).

**Incremental Income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority. *[24 CFR 982.4]*

**Initial Payment Standard:** The payment standard at the beginning of the HAP contract term. *[24 CFR 982.4]*

**Initial Rent to Owner:** The rent to owner at the beginning of the initial lease term. *[24 CFR 982.4]*

**Interim (examination):** A recertification of a household's income, expenses, and household status conducted between the annual recertification's when a change in a household's circumstances warrant such a recertification.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program. *[24 CFR 982.4]*

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority. *[24 CFR 982.4]*

**Live-in Aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services. *[24 CFR 5.403(b)]*

**Local Preferences:** Preferences adopted by FWHS and approved by the Board of Commissioners to better serve sites local needs.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families. *[1937Act]*

**Manufactured Home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. *[24 CFR 982.4]*

**Manufactured Home Space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. *[24 CFR 982.4]*

**Medical Expenses:** Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. *[24 CFR 5.603(d)]*

**Minor:** A person less than 18 years of age. An unborn child that will not be considered as a minor. (See definition of dependent). Some minors are permitted to execute contracts, provided a court declares the “emancipated”

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. *[24 CFR 5.504(b)]*

**Moderate Rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, too:

- a. Upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. Repair or replace major building systems or components in danger of failure. *[24 CFR 882.102]*

**Monthly Income:** One twelfth of annual income. *[24 CFR 5.603(d)]*

**Monthly-Adjusted Income:** One twelfth of adjusted income. *[24 CFR 5.603(d)]*

**Mutual Housing:** Is included in the definition of "cooperative". *[24 CFR 982.4]*

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. *[24 CFR 5.504(b)]*

**Naturalized:** One of foreign birth that is granted full citizenship.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. [24 CFR 5.403(b)]

**Net Family Assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or recertification, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. [24 CFR 5.603(d)]

**Non-Citizen:** A person who is neither a citizen nor national of the United States. [24 CFR 5.504(b)]

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding. [24 CFR 982.4]

**Occupancy Standards:** The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Over-FMR Tenancy:** In the Voucher Program, a tenancy for which the initial gross rent exceeds the FMR/exception rent. [24 CFR 982.4]

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. [24 CFR 982.4]

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease). [24 CFR 982.4]

**Payment Standard:** In a voucher or over FMR tenancy, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 80% to 100% of the current FMR/exception rent limit. For an over-FMR tenancy, the payment standard equals the current FMR/exception rent limit. After October 1, 1999, the payment standard for the merged Voucher Program will be set by the housing authority between 90% and 110% of the FMR/exception rent. [24 CFR 982.4]

**Person with Disabilities:** A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act, "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

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

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
  - i. Is expected to be of long-continued and indefinite duration;
  - ii. Substantially impedes his or her ability to live independently; and
  - iii. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act. "Severe chronic disability that:
  - i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - ii. Is manifested before the person attains age 22;

- iii. Is likely to continue indefinitely;
- iv. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- v. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

*[1937 Act, Section 3(b), as referenced in 24 CFR 5.403(a)]*

**Portability:** Renting a dwelling unit with Housing Voucher tenant-based assistance outside the jurisdiction of the initial housing authority. *[24 CFR 982.4]*

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds. *[24 CFR 982.4]*

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Housing Voucher assistance whose HAP contracts are about to expire.

**Private Space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family. *[24 CFR 982.4]*

**Pro-ration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. *[24 CFR 5.520]*

**Public Housing Agency (PHA):** Any state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof), which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)



**Reasonable Rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market and (b) for a comparable unassisted unit in the premises. [24 CFR 982.4]

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family. [24 CFR 982.4]

**Recertification:** A recertification of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Regular Tenancy:** In the Voucher Program, a tenancy other than an over-FMR tenancy. [24 CFR 982.4]

**Remaining Member of a Tenant Family:** A member of the family of the head of the household listed on the lease who continues to live in an assisted household after all other family members have left. Co-tenants and/or live in aides are not eligible for "remaining member" status. Children of the head of the household are provided a preference for the remaining member of the family status along with an adult who has been assigned to provide parental guidance.

**Rent to Owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for. [24 CFR 982.4]

**Resident:** The person renting or occupying an assisted unit.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Set-up Charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home. (24 CFR 982.4)

**Sexual Orientation:** Actual or perceived gender-related characteristics.

**Shared Housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. (24 CFR 982.4)

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single Room Occupancy Housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. [24 CFR 982.4]

**Special Admission:** Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position. [24 CFR 982.4]

**Special Housing Types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental). (24 CFR 982.4)

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. [24 CFR 5.214]

**Statement of Family Responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family. [24 CFR 882.802]

**Subsidy Standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions. [24 CFR 982.4]

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling. [24 CFR 982.4]

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit. [24 CFR 982.4 and 5.504(b)]

**Tenant Rent:** The amount payable monthly by the family as rent to the owner, after an appropriate utility allowance has been deducted from the total tenant payment, if the tenant is paying one or more of the utilities under the terms of their lease.

**Third-Party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total Tenant Payment (TTP):**

- a. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of:
  - i. 30% of the family's monthly-adjusted income;
  - ii. 10% of the family's monthly income; or
  - iii. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated;
  - iv. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage;

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. [24 CFR 5.603]

**Utility Hook-up Charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines. (24 CFR 982.4)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

- i. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
- ii. Documentation, such as a copy of a birth certificate or bank statement;
- iii. Family certification or declaration (only used when third-party or documentation verification is not available)

**Very Low-Income Families:** A family whose annual income does not exceed 50% of the median family income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. *[24 CFR 5.603 Definitions]*

**Violent Criminal Activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. *[24 CFR 982.4]*

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program. *[24 CFR 982.4]*

**Voucher Holder:** A family holding a voucher with un-expired search time. *[24 CFR 982.4]*

**Waiting List Admission:** An admission from the housing authority waiting list. *[24 CFR 982.4]*

**Welfare Assistance.** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## Acronyms

<b>ACC</b>	Annual Contributions Contract
<b>CACC</b>	Consolidated Annual Contributions Contract
<b>CFR</b>	Code of Federal Regulations
<b>FMR</b>	Fair Market Rent
<b>FSS</b>	Family Self Sufficiency (program)
<b>FWHS</b>	Fort Worth Housing Solutions
<b>HA</b>	Housing Authority
<b>HAP</b>	Housing Assistance Payment
<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	Department of Housing and Urban Development
<b>INS</b>	(U.S.) Immigration and Naturalization Service
<b>MTCS</b>	Multi-Tenant Characteristics Systems
<b>NAHA</b>	(Cranston-Gonzalez) National Affordable Housing Act
<b>NOFA</b>	Notice of Funding Availability
<b>OMB</b>	(U.S.) Office of Management and Budget
<b>PASS</b>	Plan to Attain Self Sufficiency
<b>PBC</b>	Project-Based Voucher (program)
<b>PHA</b>	Public Housing Agency
<b>QHWRA</b>	Quality Housing and Work Responsibility Act of 1998
<b>RFTA</b>	Request for Tenancy Approval
<b>SEMAP</b>	Section Eight Management Assessment Program

<b>SRO</b>	Single Room Occupancy
<b>SSA</b>	Social Security Administration
<b>SWICAS</b>	State of Wage Information Collection Agencies
<b>TTP</b>	Total Tenant Payment
<b>UIV</b>	Up-front Income Verification
<b>VAWA</b>	Violence Against Women Act