



## RENTON HOUSING AUTHORITY

P.O. Box 2316 • Renton, WA 98056-0316  
Office 425/226-1850 • Fax 425/271-8319



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



TTY Relay 1-800-833-6388

*The mission of the Renton Housing Authority is to provide decent, quality, affordable housing in a safe environment to people with low incomes who make Renton their home. Through partnerships with our clients, service providers and other groups, we will responsibly increase and enhance our housing programs while providing opportunities for those we serve to become self-sufficient.*

# SECTION 8 ADMINISTRATIVE PLAN

(S8AP)

# 2017

# SECTION 8 ADMINISTRATIVE PLANS

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## **S8 ADMIN PLAN**

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### **1.0 EQUAL OPPORTUNITY**

#### **1.1 FAIR HOUSING**

It is the policy of the Renton Housing Authority to fully comply 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. The Renton Housing Authority shall affirmatively further fair housing in the administration of its Section 8 voucher and Project Based programs.

No person shall, on the grounds of race, color, sex, sexual orientation, gender identity, religion, national or ethnic origin, familial status, marital status or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Renton Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Renton Housing Authority will provide Federal/State/local information to applicants/tenants of the Section 8 and Project Based Programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Renton Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Renton Housing Authority will assist any family that believes they have suffered illegal discrimination by providing those copies of the appropriate housing discrimination forms. The Renton Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

#### **1.2 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Renton Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Renton Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Renton Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

### **1.3 COMMUNICATION**

Each housing assistance application will provide every applicant with the opportunity to indicate disability status and request a reasonable accommodation if needed and desired.

Notifications of recertification, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

### **1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities 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 activities, 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).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Renton Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Renton Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Renton Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Renton Housing Authority's business is housing. If the request would alter the fundamental business that the Renton Housing Authority conducts, that would not be reasonable. For instance, the Renton Housing Authority would deny a request to have the Renton Housing Authority do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Renton Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Renton Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Renton Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Renton Housing Authority's programs and services, the Renton Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Renton Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Renton Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Renton Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

## **1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Renton Housing Authority will maintain a contract with Pacific Interpreters translation services and endeavor to have bilingual staff or access to people who speak languages other than English.

## **1.6 FAMILY/OWNER OUTREACH**

The Renton Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, Renton Housing Authority website [www.rentonhousing.org](http://www.rentonhousing.org), by emailing notices to partnering service agencies with minority networks, and by other suitable means.

To reach persons who cannot or do not read newspapers the Renton Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with

members of the news media and community service personnel. The Renton Housing Authority will also try to utilize public service announcements.

The Renton Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Renton Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with a local property owners' association. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Renton Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Renton Housing Authority staff.

The Renton Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

## ***1.7 CODE OF CONDUCT***

(H) Conducting Business in Accordance With Core Values and Ethical Standards. To reflect core values, all PHAs shall develop and maintain a written code of conduct in the PHA administrative plan that (1) requires compliance with the conflict of interest requirements of the Housing Choice Voucher Program at 24 CFR 982.161, and (2) prohibits the solicitation or acceptance of gifts or gratuities, in excess of a nominal value, by any officer or employee of Renton Housing Authority, or any contractor, subcontractor or agent of the PHA. Renton Housing Authority's administrative plan shall state the PHA policies concerning PHA administrative and disciplinary remedies for violation of the PHA code of conduct. Renton Housing Authority shall inform all officers, employees and agents of its organization of the housing authority's code of conduct.



## **1.8 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

## **1.9 REQUIRED POSTINGS**

The Renton Housing Authority will post, in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Renton Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

## **2.0 RENTON HOUSING AUTHORITY RESPONSIBILITY & OBLIGATION OF THE FAMILY**

This section outlines the responsibilities and obligations of the Renton Housing Authority, the Section 8 Owners/Landlords, and the participating families.

### **2.1 RENTON HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Renton Housing Authority will comply with the consolidated ACC, the Notice of Funding Availability application, HUD regulations, state housing requirements, and the Renton Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Renton Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help people with disabilities find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust Renton Housing Authority utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Renton Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Renton Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Renton Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program once the program size obliges Renton Housing Authority to do so.

## **2.2 OWNER RESPONSIBILITIES**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Preparing and furnishing to the Renton Housing Authority information required under the HAP contract.
  5. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).

- c. Any charges for unit damage by the family.
- 6. Enforcing tenant obligations under the lease.
- 7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying the Renton Housing Authority sixty (60) days prior to any rent increase.

### **2.3 OBLIGATIONS OF THE PARTICIPANT**

This Section states the obligations of a participant family under the program.

- A. Supplying required information
  - 1. The family must supply any information that the Renton Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  - 2. The family must supply any information requested by the Renton Housing Authority or HUD for use in a regularly scheduled recertification or interim recertification of family income and composition in accordance with HUD requirements.
  - 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  - 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
 

The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Renton Housing Authority to do inspections
 

The family must allow the Renton Housing Authority to inspect the unit at reasonable times and after at least 2 days' notice.
- D. Violations of Lease

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

E. Family Notice of Move or Lease Termination

The family must notify the Renton Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Renton Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Renton Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Renton Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Renton Housing Authority 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/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Renton Housing Authority if any family member no longer resides in the unit.
4. If the Renton Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Renton Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Renton Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Renton Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Renton Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Renton Housing Authority for this purpose. The family must promptly notify the Renton Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Renton Housing Authority for absences exceeding 30 days. The Renton Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Renton Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

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

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for

a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

### **3.0 ELIGIBILITY FOR ADMISSION**

#### **3.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 – qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Renton Housing Authority suitability screening criteria in order to be admitted to the Section 8 Program.

**This administrative plan comports with 24 CFR § 5.612 Restrictions on assistance to students enrolled in an institution of higher education.**

No assistance shall be provided under section 8 of the 1937 Act to any individual who:

- (a) Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- (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 child; 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.

[70 FR 77743, Dec. 30, 2005]

#### **3.2 ELIGIBILITY CRITERIA**

A. Family status.

- 1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.

- b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. 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;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. 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.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family** is a family in which each member, or whose sole member, 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.

6. **A remaining member of a tenant family.**
7. **A single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**B. Income eligibility**

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a family that is:
  - a. An extremely low-income or a very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. 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 program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the Renton Housing Authority's jurisdiction

under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.

5. Families who are moving into the Renton Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Renton Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Renton Housing Authority Section 8 Program.

C. Citizenship or Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a noncitizen 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 Declaration of Citizenship and Consent form for each family member must be completed and kept in the tenant file. See 10.3 for further description.

Families' eligibility for assistance.

1. 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 exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5(K) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Renton Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Renton Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy

The Renton Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Renton Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last seven years. If the individual has lived outside the local area, the Renton Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). The Renton Housing Authority has selected Alliance 2020 and to conduct its suitability screening.

The Renton Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Applicant families will be evaluated to determine whether they actually engaged in disqualifying behavior, and based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the Housing Choice Program. The Renton Housing Authority will consider, among other things; past conduct as an indicator of future conduct, an official record of the person's conviction in a court of law, police reports that detail the circumstances of the

arrest; statements made by witnesses or by the applicant or tenant that are not part of the police report; whether formal criminal charges were filed; whether any charges were ultimately withdrawn, abandoned, dismissed, or resulted in an acquittal; and any other evidence relevant to whether the applicant or tenant engaged in the disqualifying criminal behavior. Emphasis will be placed on whether a family's participation could reasonably be expected to have a detrimental effect on the development environment, other tenants, Renton Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied a Housing Choice Voucher if they fail to meet the suitability criteria.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Renton Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

## **4.0 MANAGING THE WAITLIST**

### **4.1 OPENING AND CLOSING THE WAITLIST**

Opening of the waitlist will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, on the RHA website [www.rentonhousing.org](http://www.rentonhousing.org) and also by emailing the notice to partnering service agencies with minority networks. The public notice will state any limitations to who may apply, include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waitlist will be announced via public notice. The public notice will state the date the waitlist will be closed. The public notice will be published in a local newspaper of general circulation, RHA website and also by emailing the notice to partnering service agencies with minority networks.

### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will only be accepted when the Section 8 waitlist is open and must be made online at: [www.rentonhousing.org](http://www.rentonhousing.org).

Applications are taken to compile a waitlist. Due to the demand for Section 8 assistance in the Renton Housing Authority jurisdiction, the Renton Housing Authority may take applications on an open enrollment basis, depending on the length of the waitlist.

When the waitlist is open, completed applications will be accepted from all applicants. The Renton Housing Authority will later verify the information in the applications

relevant to the applicant's eligibility, admission, and level of benefit. Duplicate applications will not be accepted.

The completed application will be included in a random (lottery style) drawing which will be held within one week after the closure of the Section 8 waitlist. The computer software program will assign a lottery number to the application as it is randomly drawn.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Renton Housing Authority to make special arrangements to complete their application. Telecommunication Relay (TTY) number is 1-800-833-6388.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, criminal and landlord history, social security number or other identifying number, and electronic signature. This first phase results in the family's placement on the waitlist.

Upon receipt of the family's pre-application, the Renton Housing Authority will make a preliminary determination of eligibility. The Renton Housing Authority will notify the family in writing within two weeks of the random drawing the date and time of placement on the waitlist and the approximate amount of time before housing assistance may be offered. If Renton Housing Authority determines the family to be ineligible, a notice will be provided stating the reasons and offer the family the opportunity to provide mitigating circumstances and request an informal review of this determination. Rejected applicants will also be informed they have a right to request reconsideration if the reason for rejection is related to a disability and a reasonable accommodation on account of that disability may make it possible for them to be housed in accordance with the screening procedures.

An applicant may at any time make changes online at [www.rentonhousing.org](http://www.rentonhousing.org) on their applicant status including changes in family composition, income, or priority factors. The Renton Housing Authority application software program will annotate the applicant's file and will update their place on the waitlist. Confirmation of the changes can be confirmed by the family within one month of submission by going online to view their application or by calling the "My Waiting List" number which is provided on the RHA website.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waitlist. The Renton Housing Authority will ensure that verification of all priorities, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

#### **4.3 ORGANIZATION OF THE WAITLIST**

The waitlist will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of priority and then in order of date and time of application. In case of a random (lottery style) drawing, all applications will be maintained in order of their lottery number;
- C. Any contact between the Renton Housing Authority and the applicant will be documented in the applicant file.

Note: The waitlist cannot be maintained by bedroom size under current HUD regulations.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITLIST**

When a family appears to be nearing the top of the waitlist, the family will be invited to an intake interview and the verification process will begin. It is at this point in time the family's waitlist priority will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot by priority on the waitlist. The Renton Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Along with verifying the priority for eligibility as a low-income family, elderly or disabled person, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, sign the Consent for Release of Information forms, and supply income, asset and deduction information (which will be verified by the Renton Housing Authority through third-party documentation).

#### **4.5 FAILURE TO RESPOND TO THE INTAKE INTERVIEW LETTER**

The intake interview letter is mailed to the address the applicant family provided on the original application, or to the subsequent address as updated online at [www.rentonhousing.org](http://www.rentonhousing.org).

The intake letter states if the applicant does not successfully arrange for an intake interview appointment within ten (10) business days of the date on the intake interview letter, the application will be canceled as incomplete without further notice. The applicant family will need to reapply if interested in housing assistance in the future. As justification for canceling the incomplete application: A) The file will contain documentation of the address used for mailing; and/or B) For any intake notification letter returned by the Post Office as undeliverable the intake letter and envelope will be retained.

Failure to bring all completed paperwork and verifications will result in the applicant receiving a specific timeframe which they get to choose to complete their intake requirements. Failure to provide all the necessary intake paperwork and verifications within their specified timeframe will result in their application being canceled as incomplete without further notice. As justification for canceling the incomplete application: the file will contain documentation showing their intake appointment date, missing paperwork or verifications, and specified timeframe for completion. The applicant will be able to ask for up to two (2) timeframe extensions as long as they do so before their due date has past.

If the applicant family includes a person with a disability who needs an accommodation, they are encouraged to bring this to the housing authority's attention. If cancellation of a family's application was related to the need for a reasonable accommodation of a disability, the Renton Housing Authority will reinstate the family on the waitlist with the original date and time of application depending upon their circumstances and if their need was brought to the housing authority's attention within two years of cancellation.

All non-disabled families whose applications are canceled as incomplete because of a failure to respond or provide information as instructed must reapply with a current date to be placed back on the waitlist. Exceptions will be made by the Operations Administrator or designee when there has been an error, incorrect correspondence or in deference to a staff recommendation because of unusual circumstances or conditions.

#### **4.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of termination of the process for eligibility.

The Renton Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Renton Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waitlist.

#### **4.7 UPDATING THE WAITLIST**

RHA will actively draw clients from its Section 8 waitlist as vouchers and budget authority are available and when absorption of port-ins is not a higher priority. If however, no applicants have been contacted for voucher issuance from the waitlist for more the 12 months, RHA will send update letters to clients on the waitlist in order of application date.

#### **4.8 REMOVAL OF APPLICANTS FROM THE WAITLIST**

The Renton Housing Authority will not remove an applicant's name from the waitlist unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to the mailed intake interview letter or any other written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.
- D. Mail sent to the applicant's address is returned as undeliverable.
- E. The applicant fails to complete their application in full before submitting it online.
- F. The applicant fails to update their address, phone number and family composition online within ten (10) business days [or fourteen (14) calendar days in the case of Golden Pines and Cedar River Terrace] of the change.

#### **4.9 GROUNDS FOR DENIAL**

### **POLICY ON MEDICAL MARIJUANA USE IN PUBLIC HOUSING AND HOUSING CHOICE VOUCHER PROGRAMS**

#### **New Admissions**

Based on federal law, users of medical marijuana are prohibited from admission to the Public Housing (PH) and Housing Choice Voucher (HCV) programs. The Controlled Substances Act (CSA), 21 U.S.C. § 801 *et seq.*, lists marijuana as a Schedule I drug, a substance with a very high potential for abuse and no accepted medical use in the United States. The Quality Housing and Work Responsibility Act (QHWRA) of 1998, 42 U.S.C. 13661, requires that Public Housing Authorities (PHAs) administering the Department of Housing and Urban Development's (HUD) rental assistance programs establish standards and lease provisions that prohibit admission into the PH and HCV programs based on the illegal use of controlled substances, including state legalized medical marijuana. State laws that legalize medical marijuana directly conflict with the admission requirements set forth in QHWRA and are thus subject to federal preemption. Therefore, the Renton Housing Authority (RHA) is prohibited by federal law from granting admission to the PH and HCV programs if the applicant uses illegal controlled substances, including state legalized medical marijuana.

The Food and Drug Administration (FDA) has approved drugs for medical uses which are comprised of marijuana synthetics, such as Marinol and Cesamet. These drugs are not medical marijuana and are legal under federal laws. These products have been approved by the FDA and have been determined to be safe and effective for their indications. Therefore, use of these



approved drugs by applicants would not preclude them from participation in the PH or HCV programs.

### **Current Residents**

For current residents, QHWRA requires PHAs to establish occupancy standards and lease provisions that will allow the PHA to terminate assistance for use of a controlled substance. However, HUD has issued guidance to PHAs that the law does not compel such action and PHAs have the discretion to determine continued occupancy policies that are most appropriate for their local communities.

In November of 1998, pursuant to Initiative Measure No. 692, voters of the State of Washington approved of the “Washington state medical use of marijuana act” which is now referred to as “The Washington state medical use of cannabis act” and is codified in Chapter 69.51A RCW (the “Act”). Since its adoption, the Act has been amended several times, most recently in 2015. The Act allows for the medical use of marijuana by a “qualifying patient” in the treatment of his or her terminal or debilitating medical conditions. Under the Act, a qualifying patient is authorized to possess and use marijuana to treat certain specified terminal or debilitating medical conditions in accordance with a written statement made by the qualifying patient’s health care professional that the qualifying patient may benefit from the medical use of marijuana.

RHA will not seek to terminate the residency of any tenant or participant due solely to their medical use of marijuana; provided that such use is in accordance with the Act. However, since smoking has been prohibited in all RHA facilities, units, and interior and exterior common areas and entrances as of June 1, 2014, medicinal marijuana must be consumed in a form other than smoking.

This policy does not authorize residents or persons residing, occupying or visiting RHA’s facilities, units, and interior or exterior common areas to use marijuana, in any form, for any purposes other than as an authorized medical use of marijuana under the Act.

Violations of this policy may lead to the termination of assistance under the PH and HCV programs and the termination of the lease.

The Renton Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application or further review process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application, intake or lease-up process;

- E. Have a history of criminal activity in the last seven (7) years by any household member involving crimes of physical violence against persons or property, and any other criminal activity including life time sex offenders and drug-related criminal activity that would adversely affect the health, safety, or wellbeing of other tenants or staff, or cause damage to the property. Applicant families will be evaluated to determine whether they actually engaged in disqualifying behavior, and based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the Housing Choice program;
  - 1. HUD regulations prohibit admission after June 25, 2001 of any member of a household that is subject to a State lifetime sex offender registration requirement.
  - 2. With respect to sex offenses, a current sex offender registration requirement, that is not a lifetime requirement, shall be deemed to be evidence of other criminal activity which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or person residing in the immediate vicinity.
- F. Currently owe rent, utilities, or other amounts to any land lords or housing authority in connection with the nonpublic housing, public housing or Section 8 Programs;
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from any federally assisted housing within the last five (5) years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Renton Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Renton Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or
  4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any Renton Housing Authority staff member or resident;
  - L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;
  - M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
  - N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life);
  - O. Is a welfare-to-work (WTW) family who fails to fulfill its obligations under the welfare-to-work voucher program?

#### ***4.10 PRE-DENIAL CONFERENCE AND REVIEW OF SCREENING RESULTS***

1. Process ALLIANCE 2020 screening application and HUDs Debts Owed to Public Housing Agencies and Terminations form as completed by applicant.
2. Upon ALLIANCE 2020's and HUDs Debts Owed To Public Housing Agencies and Terminations form return of the completed screening documents, the Admissions and Administrative Supervisor or designee reviews and brings to Operations Administrator or designee with recommendation.
3. Renton Housing Authority will take into consideration applicant's written documentation of extenuating circumstances during the screening review process.
4. If the applicant has significant demerits related to criminal history, or an unlawful detainer, such that RHA is compelled to deny the application, the Admissions Department will conduct Further Review to determine whether an applicant actually engaged in disqualifying activity. Admissions and Administrative Supervisor or designee will contact the applicant by letter. Admissions and Administrative Supervisor or designee's Further Review letter will describe the demerit and provide the applicant with the option to make an appointment to appear in person for the Further Review or submit a written and signed statement to dispute the accuracy and relevancy of the information before the decision to deny is made official.
5. If the applicant disputes any ALLIANCE 2020 criminal information, Admissions and Administrative Supervisor or designee will have them complete the Washington State Patrol record release form. This form will then be sent to the State Patrol in an effort to clarify the criminal history for the applicant.
6. Upon receipt of the State Patrol record, if the intention is to deny the application, Admissions and Administrative Supervisor or designee will send a copy of report upon which the

proposed denial is based to the applicant. The applicant will be allowed no fewer than ten (10) business days to dispute the accuracy and relevancy of the information before RHA issues the decision to deny.

7. If during the Further Review meeting the applicant does not dispute the ALLIANCE 2020 criminal record and the Admissions and Administrative Supervisor or designee intends to deny the application after the applicant responds and explains any circumstances, the Admissions and Administrative Supervisor or designee will give the applicant a copy of the ALLIANCE 2020 criminal record with no fewer than ten (10) business before issuing the decision to deny.
8. If the applicant disagrees with any unlawful detainer (outstanding balance owed to a landlord because of an eviction) Admissions and Administrative Supervisor or designee will give the applicant a copy of that record in the Further Review meeting and provide no fewer than ten (10) business days for the applicant to pursue the matter before rendering the decision to deny.
9. In other than instances covered under the "One Strike and You're Out" Screening and Eviction Guidelines for Public Notice PIH 96-16 (HA), before terminating a Housing Choice program rental assistance voucher, the Operations Administrator or designee will send a letter to the tenant enclosing a copy of the record obtained from local law enforcement or a description of relevant information germane to the proposed action. The letter will allow the tenant no fewer than ten (10) business days to arrange for an appointment with Operations Administrator or designee to dispute the accuracy and relevancy of the information before the decision to evict or terminate is reached.

#### **4.11 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waitlist will be notified by the Renton Housing Authority, in writing, they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate their name will be removed from the waitlist if they fail to respond within the timeframe specified. The Renton Housing Authority's system of removing applicants' names from the waitlist will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Renton Housing Authority will provide a reasonable accommodation. If the applicant indicates they did not respond due to a disability, the Renton Housing Authority will verify that there is in fact a disability and the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waitlist based on the date and time of the original application.

#### **4.12 INFORMAL REVIEW**

If the Renton Housing Authority determines an applicant does not meet the criteria for receiving Section 8 assistance, the Operations Administrator or designee will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state the applicant may request an informal review of the decision within 10 business days of the notice of denial. The

Renton Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16 of this Plan.

## **5.0 SELECTING FAMILIES FROM THE WAITLIST**

### **5.1 WAITLIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waitlist admission.

If HUD awards funding that are targeted for families with specific characteristics or families living in specific units, the Renton Housing Authority will use the assistance for those families.

### **5.2 ORDER OF SELECTION PRIORITY**

Selection of applicants from the Renton Housing Authority Section 8 program waitlist, except Single Persons (non-elderly, and non-disabled individual), shall be made sequentially, by date and time of the receipt of the application, in case of a random (lottery style) drawing, all applications will be selected in order of their lottery number, and within the following system of priorities. Selection of applicants who qualify, as Single Persons will be made in accordance with the criteria established below for Priority 2 applicants.

#### **A. Priority Number One:**

All applicants who receive this priority will be selected according to the date/time of their application.

#### **B. Priority Number Two:**

Single non-elderly and non-disabled persons receive the lowest priority on the Renton Housing Authority's waitlist. Such applicants will be offered housing, only after no qualified applicants remain on the waitlist for the same bedroom size unit.

In terms of a single, non-elderly, non-disabled person who applies and is placed on the

Waitlists as a Priority II and later supplies verification documenting the date they became a family, senior, or disabled from a reliable third party source, we will honor that date as the point at which this Head of the Household is now placed on the Priority I waitlists.

**5.3 SELECTION FROM THE WAITLIST**

Based on the above priorities, all families in priority category A will be offered housing before any families in category B.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income below 30% of Area Median Income (unless a different target is agreed to by HUD), the Renton Housing Authority retains the right to skip higher income families on the waitlist to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waitlist.

If there are not enough extremely low-income families on the waitlist, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

**5.4 SECTION 8 VOUCHERS FOR NON-ELDERLY DISABLED PERSONS**

Special purpose Section 8 program vouchers allocated to the Renton Housing Authority through the *Rental Assistance for Non-Elderly Persons with Disabilities Related to Certain Types of Section 8 Project-Based Developments* will be awarded to qualifying individuals on the public housing applicant waitlist according to funding availability. When such a voucher is available, persons living with a disability who are less than 62 years of age will be selected in chronological order from the public housing waitlist and their application shall be processed. When the non-elderly disabled applicant is determined to be eligible and meet the Renton Housing Authority suitability criteria the person will be issued a rental assistance voucher under this program.

**6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

**6.1 OCCUPANCY GUIDELINES**

The Renton Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum

0	1	2
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

All requests for a bedroom size voucher that does not comply with the appropriate minimum size according to these Occupancy Guidelines must be made in writing and submitted to the Section 8 Program Coordinator with the Section 8 staff person's recommendation. The voucher may not be issued until explicitly approved by the Section 8 Program Coordinator or designee.

In determining bedroom size, the Renton Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

#### A. Joint Custody of Dependents

When more than one family shares custody of a child or children and both families live in assisted housing, only one family at a time can claim the dependent deduction.

The family that counts the dependent deduction also counts the unearned income of the child or children. The other family claims neither the dependent deduction nor the unearned income of the child or children.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child or children for income tax purposes.

Bedroom size will also be determined using the following guidelines:

In addition, the following considerations may be taken in determining bedroom size:

- A. Two adults will share a bedroom unless related by blood.

- B. Children of the same sex will share a bedroom.
- C. Children of the opposite sex, both under the age of thirteen (13) will receive a one-bedroom subsidy equivalency.
- D. An adult and child will not be required to share a bedroom once the child is over the age of two (2).
- E. Foster adults and/or foster children will not be required to share a bedroom with family members.
- F. Live-in aides will get a separate bedroom.

As a reasonable accommodation Renton Housing Authority will grant an exception to the normal occupancy standards when a family requests a larger voucher bedroom size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Renton Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

The utility allowance will be based on the lesser of the voucher bedroom size for which the family is eligible or the unit size leased.

## **6.2 BRIEFING**

When the Renton Housing Authority selects a family from the waitlist, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Renton Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;



- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

### **6.3 PACKET**

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with

material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

- I. the Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. the HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Renton Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Renton Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Renton Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. Renton Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

#### **6.4 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Beginning October 1, 1999, the Renton Housing Authority began issuing only vouchers. Treatment of previously issued certificates and vouchers was be dealt with as outlined in the Housing Choice Voucher Program regulations at 24CFR982.502.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Renton Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy

addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within approximately 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

## **6.5 TERM OF THE VOUCHER**

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority will automatically grant extensions of the term, but not exceed 120 calendar days from the initial date of issuance without an extraordinary reason due to a family member living with a disability.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family search time in excess of the original 120 days. If the Housing Authority determines that additional search time would be needed as a reasonable accommodation, Renton Housing Authority will approve an additional extension of another 120 days for a total maximum term of 240 days in order to submit an eligible Request for Tenancy Approval.

Upon submittal of a completed request for approval of tenancy form, the Renton Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action

on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

## **6.6 APPROVAL TO LEASE A UNIT**

The Renton Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. the unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following:
  - 1. The names of the owner and the tenant;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal);
  - 4. The amount of the monthly rent to owner;
  - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

#### **6.7 RENTON HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. the owner has a history or practice of renting units that fail to meet State or local codes;
- F. the owner has not paid State or local real estate taxes, fines, or assessments;
- G. the owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

- H. Premises by tenants, Renton Housing Authority employees or owner employees; or residences by neighbors.
- I. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless the Renton Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- J. Other conflicts of interest under Federal, State, or local law.

**6.8 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Renton Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing

- E. Single room occupancy housing

The Renton Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals

## **6.9 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

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

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if Housing Authority has terminated the HAP contract. Renton Housing Authority will issue the family a new voucher if the family does not owe the Renton Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months, and if Renton Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **7.1 WHEN A FAMILY MAY MOVES**

For families already participating in the Housing Choice Voucher Program, Renton Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

## **7.2 PROCEDURES REGARDING FAMILY MOVES**

The Section 8 participant must provide a copy of current utility bills for which they are responsible, demonstrating that they are current in utility account payments.

Renton Housing Authority will not set an appointment and/or otherwise issue a voucher to move with continued assistance until the family has documented that they are current in their utility payment obligations.

For cases involving a person living with a disability or fleeing documented domestic violence occupancy staff present recommendation for action to the Section 8 Program Coordinator who will render a decision on the merits of the situation and may allow for a waiver of the promissory agreement requirement.

For Section 8 families where the landlord is refusing to extend the lease, the Section 8 Occupancy Manager should inquire for an explanation before proceeding with a “transfer” to an alternatively subsidized Section 8 tenant-based unit. If the lease is being terminated or an extension withheld for cause, the circumstances are to be brought to the attention of the Section 8 Program Coordinator before a voucher is issued for a Move with Continued Assistance.

Families considering transferring to a new unit will be scheduled to attend a mover’s briefing. All families who are moving, including any families moving into or out of the Renton Housing Authority’s jurisdiction, will be required to attend a mover’s briefing prior to the Renton Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family’s responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;



- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
- E. Portability requirements and opportunities;
- F. The need to have a recertification conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Renton Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Renton Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Renton Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Renton Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

MWCA HAP, LAST WEEK OF THE MONTH prorated rental assistance procedural rule

“[TENANTNAME]: Unless otherwise approved by RHA, you must move no sooner than the last week of the final month that RHA pays rent assistance on the unit at:

[TENANTADD1]. Tenant Id No. [TENANTID]”

CFR PART 982--SECTION 8 TENANT BASED ASSISTANCE: HOUSING CHOICE  
VOUCHER PROGRAM § 982.311 When assistance is paid. []

- (d) Family move-out. (1) [] The owner may keep the housing assistance payment for the month when the family moves out of the unit.
- (2) If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

Failure to follow the above procedures may subject the family to termination from the program.

## **8.0 PORTABILITY**

### **8.1 GENERAL POLICIES OF THE RENTON HOUSING AUTHORITY**

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Renton Housing Authority at the time the family first submits its application for participation in the program to the Renton Housing Authority may lease a unit anywhere in the jurisdiction of the Renton Housing Authority or outside the Renton Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Renton Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Renton Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Renton Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Renton Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Renton Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the Renton Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

## **8.2 INCOME ELIGIBILITY**

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
- B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

## **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

- A. 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.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a 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.

## **8.4 PORTABILITY PROCEDURES**

- A. When Renton Housing Authority is the Initial Housing Authority:
  - 1. Renton Housing Authority will review with 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.
  - 2. Renton Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
  - 3. Renton Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  - 4. Renton Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

5. Renton Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

B. When Renton Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from Renton Housing Authority, Renton Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When Renton Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
2. Renton Housing Authority will issue a voucher to the family. The term of Renton Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. Renton Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to Renton Housing Authority during the term of Renton Housing Authority's voucher.
3. Renton Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with Renton Housing Authority's subsidy standards.
4. Renton Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If Renton Housing Authority opts to conduct a new recertification, Renton Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, Renton Housing Authority will perform all Housing Authority program functions, such as recertification of family income and composition. At any time, either the Initial Housing Authority or Renton Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

7. Renton Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

#### C. Absorption by Renton Housing Authority

1. If funding is available under the consolidated ACC for Renton Housing Authority's Voucher Program when the portable family is received, Renton Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Renton Housing Authority's Tenant-Based Program.

#### D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, Renton Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
  - b. 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 programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

#### E. When a Portable Family Moves

When a portable family moves out of 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.

## **9.0 DETERMINATION OF FAMILY INCOME**

### **9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME**

To determine annual income, the Renton Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Renton Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment (TTP).

### **9.2 INCOME**

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual recertification effective date; and
3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Renton Housing Authority believes that past income is the best available indicator of expected future income, the Renton Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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. The family shall provide whatever information is required to clearly establish the resulting income for rent calculation purposes; detail may include a ledger of all income and expenses related to

the business and the preceding year's tax return as filed and accepted by the IRS.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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 is 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 includes 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 or death benefits, and other similar types of periodic receipts, including a lump-sum amount 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. Welfare assistance.
  - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount

calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed welfare income.

- 1). A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Renton Housing Authority by the welfare agency), plus the total amount of other annual income.
- 2). At the request of the Renton Housing Authority, the welfare agency will inform the Renton Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Renton Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Renton Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- 3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular recertification of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Renton Housing Authority by the welfare agency).
- 4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- 5). Renton Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- 6). If a participant is not satisfied that the Renton Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Renton Housing Authority denies the family's request to modify such amount, then the Renton Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for Renton Housing



Authority's determination of the amount of imputed welfare income. Renton Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

7). Relations with welfare agencies

- a) Renton Housing Authority will ask the welfare agencies to inform them of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Renton Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- b) Renton Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the Renton Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.
- c) The welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. Renton Housing Authority shall rely on the welfare agency notice of the specified welfare benefits reduction.

- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations

or from persons not residing in the dwelling.

8. 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.)

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. 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);
- C. 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;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. 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);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. 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 Housing Authority 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 initiative coordination, and serving as a member of the Renton Housing Authority's governing board. No resident may receive more than one such stipend during the same period of time;

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

### **Students with disabilities under 24 CFR 5.403 are exempt**

The new eligibility restrictions imposed on students enrolled at institutions of higher education and seeking Section 8 assistance are set out in two parts: Section 327(a) and Section 327(b) of the Act.

#### Requirements of Section 327(a) of the Act and 24 CFR 5.612 of the Final Rule

The new eligibility restrictions of Section 327(a) are implemented and codified in HUD's regulation at 24 CFR 5.612 and provide as follows:

- a. No assistance shall be provided under section 8 of the 1937 Act to any individual who: Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- 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 child, 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.

For a student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child and who is seeking Section 8 assistance, Section 327(a) of the Act sets up a two-part income eligibility test. Both parts of this test must be affirmatively met. That is, both the student and the student's parents (the parents individually or jointly) must be income eligible for the student to receive Section 8 assistance. If it is determined that the parents are not income eligible, the student is ineligible to receive Section 8 assistance.

As noted earlier in this guidance, based on program practices and criteria already in place, a student under the age of 24 who meets the additional criteria of Section 327 of the Act may be income eligible for assistance in circumstances where an examination of the income of the student's parents may not be relevant or where the student can demonstrate the absence of, or his or her independence from, parents. These practices and criteria include but are not limited to consideration of all of the following:

- a. The individual must be of legal contract age under state law.
  - b. The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student. (See definition for "independent student" in Appendix A of this notice.)
1. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
  2. 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. This certification is required even if no assistance will be provided.

Renton Housing Authority will need to verify a student's independence from his or her parents to determine that the student's parents' income is not relevant for determining the student's eligibility for assistance by taking into consideration all of the following:

1. Reviewing and verifying previous address information to determine evidence of a separate household, or Verifying the student meets the U.S. Department of Education's definition of "independent student"; and
2. Reviewing prior year income tax returns to verify if a parent or guardian has claimed the student as a dependent (except if the student meets the Department of Education definition of "independent student"); and
3. Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.

As also noted earlier in this guidance, the new law and HUD's rule do not affect students residing in a Section 8 assisted unit with his or her parents or who reside with parents who are applying to receive Section 8 assistance. The law and HUD's rule focus on a student under the age of 24 who meets the additional eligibility requirements of Section 327 of the Act *and* who is already residing in a section 8 assisted unit without his or her parents, or who is seeking on his or her own to reside in a section 8 assisted unit.

Requirements of Section 327(b) of the Act and 24 CFR 5.609 of the Final Rule

For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 10001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)) shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. (See definition of “dependent child” in Appendix A.) For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

HUD’s final rule issued on December 30, 2005, amended § 5.609(b) to add a new paragraph (b)(9) to include, as annual income, any financial assistance in excess of amounts received for tuition that a student who meets the criteria of the new § 5.612 receives. With the exception of students who are over the age of 23 with dependent children, students under the age of 24 who are seeking section 8 assistance will need to meet the income requirements for the section 8 program, taking into consideration the additional eligibility restrictions provided in 24 CFR 5.609(b)(9) and 5.612. Therefore, in determining the income eligibility of a student, the student’s financial assistance in excess of tuition as defined in § 5.609(b) (9) will be included in the calculation of annual income. (Also see definitions “financial assistance” and “tuition” in Appendix A of this notice.) If the student’s financial assistance in excess of tuition makes the student income ineligible for Section 8 assistance, the student cannot receive Section 8 assistance. The income eligibility of a student will also rely on program practices and criteria already in place that assess the student’s independence from his or her parents as addressed in paragraph 1, above.

As noted in this guidance, Section 327 was not intended to affect the Section 8 eligibility of a student’s parents when the student is receiving financial assistance and residing with his or her parents, or is residing with parents who are applying to receive section 8 assistance, but only the eligibility of students applying for or receiving section 8 assistance separately from their parents. The amendment of the procedure for the determination of annual income at § 5.609 by the December 30, 2005, final rule is consistent with this intent.

A student’s financial assistance under new § 5.609(b) (9) is considered income only in the context of that student’s application for, or retention of, Section 8 assistance separately from the student’s parents. This is consistent with the language of Section 327(b), which states, in relevant part, “For the purposes of determining the eligibility of a person to receive assistance under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), any financial assistance (in excess of amounts received for tuition) that an individual receives...shall be considered income to that *individual*,” (emphasis added). The focus of Section 327(b), and of Section 327 as a whole, is on the income eligibility of a single student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child, and whether the financial assistance of that individual student in excess of tuition makes that student income ineligible, and whether the income of the student’s parents makes the student income ineligible. There is no apparent intent to affect the eligibility of a student’s parents when the student resides with his or her parents.

The financial assistance of a student residing with his or her parents therefore would continue to be excluded from annual income under § 5.609(c) (6), which excludes student financial assistance from income. The December 30, 2005, final rule amended the exclusion of student financial assistance from income at § 5.609(c)(6) by making the exclusion, “Subject to paragraph (b)(9) of this section,” which is the new section adding student financial assistance as income only to a student applying separately from his or her parents for Section 8 assistance.

#### Recertification of Students Already Receiving Section 8 Assistance

HUD strongly encourages Renton Housing Authority to recertify those Section 8 participants who may be affected by this new law as soon as it is practicable. The latest time, however, that the eligibility and income requirements can be implemented is at the time of annual recertification.

Renton Housing Authority must ensure at each annual recertification, a student remains eligible to receive Section 8 assistance under the restrictions of this new law.

Renton Housing Authority has an obligation to make sure that Section 8 assisted units are provided to those truly in need of such assistance.

#### All Other Eligibility Requirements Apply

While the new law and HUD’s recently issued rule focus on the income eligibility of students, all student applicants for Section 8 assistance must also meet all other HUD program requirements that determine eligibility for the Section 8 assistance.

#### Screening and Verification of Applicants for Assistance

As it relates to the verification of a parent(s) income, Renton Housing Authority may accept from a parent(s) a declaration and certification of income, which includes a penalty of perjury. The processing entity retains the right to request and review supporting documentation at any time they determine the declaration, certification, and eligibility of the parent(s) is in question. Supporting documentation includes, but is not limited to: Internal Revenue Services (IRS) tax returns, consecutive and original pay stubs, bank statements, and pension benefit statements, Temporary Assistance to Needy Families (TANF) award letter, Social Security Administration (SSA) award letter, other official and authentic documents from a federal, state or local agency.

Failure of Renton Housing Authority to screen applicants and verify income in accordance with applicable program requirements can result in sanctions being imposed.

Renton Housing Authority must immediately update their Administrative Plans and update their Tenant Selection Plans to reflect the new income eligibility restrictions for students.

#### Denial and Termination of Assistance

##### Denial 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 section 8 assistance are not eligible for Section 8 assistance and will be prohibited from participating in the Section 8 Program.

#### Termination of Assistance

A student under the age of 24 who is not a veteran, unmarried, does not have a dependent child and who is currently receiving Section 8 assistance, if at recertification is determined to be ineligible, will have his or her assistance terminated.

Housing Authority projects under the Office of Housing's Section 8 program cannot evict or require an ineligible student to move from a unit as long as the student is in compliance with the terms of the lease. Although the student is allowed to remain in the unit, the student will no longer be eligible to receive Section 8 assistance. The Section 8 assistance will not be prorated; therefore, if the ineligible student is residing in a household other than with the student's parents the assistance will be terminated for the entire household. If the ineligible student moves from the unit, the remaining members of the household may again be eligible for Section 8 assistance, if available. If the household composition no longer qualifies the household for the unit size, the household may be required to move to an appropriate size unit when one is available, or, with the approval of the owner may move in another eligible person as a member of the household and remain in their same unit.

For PHAs administering the Housing Choice Voucher program, any member within a household comprised of both eligible and ineligible students who is determined ineligible to receive section 8 assistance in accordance with 24 CFR part 5, subpart F, and is terminated under 24 CFR 982.552(b)(5), shall be ineligible to receive continued assistance under the Housing Choice Voucher program. Eligible students, residing in such households, however, shall not be terminated under § 982.552(b)(5), but shall be issued a voucher to move with continued assistance in accordance with program regulations or shall be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit. HUD will issue separate guidance for PHAs administering the Moderate Rehabilitation, Project-Based Certificate and Project-Based Voucher programs.

Upon notification of denial or termination of assistance, the household is entitled to request an informal hearing to discuss the reasons for the denial or termination, in accordance with established program procedures and requirements.

#### Rent Determination

Determination of rent is made in accordance with the requirements for the Section 8 program under which the student seeks assistance.

*Section 8 Vouchers for Non-Elderly Disabled Persons:*

Special purpose Section 8 program vouchers allocated to the Renton Housing Authority through the Rental Assistance For Non-Elderly Persons With Disabilities Related to Certain Types of Section 8 Project-Based Developments will be awarded to qualifying individuals on the public housing applicant waitlist according to funding availability. When such a voucher is available, persons living with a disability who are less than 62 years of age will be selected in chronological order from the public housing waitlist and their application shall be processed. When the non-elderly disabled applicant is determined to be eligible and meet the Renton Housing Authority suitability criteria the person will be issued a rental assistance voucher under this program.

*Accessible Units:*

Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same priority system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waitlist. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

*Discretion of the Executive Director:*

At the discretion of the Executive Director or his/her designee a special applicant status may be granted to a person who is currently an RHA resident. This authority will be exercised in circumstances associated with the occupancy guidelines governing generational and gender bedroom assignments. The effect of this special resident status places an applicant at the top of the chronological waitlist in order that the family is properly housed as soon as possible.

Similarly at the discretion of the Executive Director or his/her designee a special applicant status may be granted to a person or a family displaced by a natural disaster that resulted in their being homeless for an indefinite period of time. The effect of this special disaster displaced homelessness status places an applicant at the top of the chronological waitlist in order that the family is properly housed as soon as possible in any of the RHA housing programs. Numbers of displaced families requesting such status, available and projected vacancies and other agency resources will be carefully weighed by staff before making a recommendation for approval.

7. Methodology for Handling of Student Income

Determining Eligibility

1. Does the student meet the criteria of 5.612 of the regulation, and qualify for assistance in the Section 8 program?

If so, required documents needed for determining exempted income.



- a. Financial Aide document showing all Funds Distribution.
- b. Copy of student class schedule from the college they attend, in order to determine fulltime student status.
- c. Copy of Training Program Description to included clearly defined goals and objectives to meet the criteria in 5.609 (c) (v).

B. If not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on basis of income to receive assistance under Section 8 of the 1937 Act.

Section 982.552 is amended to add a new paragraph (b) (5) to read as follows

**Part 982.552 PHA Denial or termination of assistance for family.**

b. (5) The PHA must deny or terminate assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612

- 8. Temporary, nonrecurring, or sporadic income (including gifts);
- 9. 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;
- 10. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- 11. Adoption assistance payments in excess of \$480 per adopted child;
- 12. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. 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;
- 14. 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
- 15. Amounts specifically excluded by any other Federal statute from

consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2,000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

#### **9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family

- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
1. Unreimbursed medical expenses of any elderly family or disabled family; and
  2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

## **9.5 MANDATORY EARNED INCOME DISALLOWANCE**

To qualify for EID in Section 8 the person first needs to be a person with disabilities per 24 CFR 5.617.

In the Project Based and Section 8 programs to qualify a participant family must experience an increase that is a result of:

1. Employment by a family that was previously unemployed (to include who has not earned more than could be earned working 10 hours per week for 50 weeks at the minimum wage) for one or more years prior to employment.
2. New employment or increased earnings by a member who has received TANF benefits or services within the last six months.

Earned Income Disallowance applies to every one of your current tenants who meet a certain criteria (usually unemployed for a year, or they worked less than 10 hours per week for a year). This does not apply to applicants. Once they begin the EID process, the first 12 months, all earned income above the current household income is not included in the rent calculation. You must enter it on the 50058, under “disallowed” income. For the second 12 months, only 50% of their income, above the qualifying household income is counted.

Two 12 month periods run consecutively regardless of breaks in employment allowing 2 years to complete the EID.

The two year allowance applies to individuals qualifying on or after May 9, 2016. Those qualifying prior to May 9, 2016, the old rules still apply with 4 years to complete the EID. Because the client may start and stop income, they are only allowed 48 months in which to complete the EID program. For example, a client begins working in March, so the EID would start in April. The client reports that they are no longer employed as of October. This would mean that they used 7 months of the first 12 months at 100% exemption. They would have 5 more months left

#### ***9.6 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME***

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the participant.
- B. The Executive Director or his designee shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, Renton Housing Authority shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the Renton Housing Authority shall do one of the following:
  - 1. Immediately collect back any overpaid assistance paid out by the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the participant from the program for failure to report income; or
  - 4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

## **9.7 COOPERATING WITH WELFARE AGENCIES**

Renton Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the Section 8 tenant-based assistance programs to achieve self-sufficiency.
- B. To provide written verification to the Renton Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **10.0 VERIFICATION**

Effective January 31, 2010, all PHAs are required to use the EIV system in its entirety. This means that Renton Housing Authority must use all features of the EIV system to:

- a.** Verify tenants employment and income information during mandatory reexaminations of the family composition and income in accordance with 24 CFR §5.236, and HUD administrative guidance; and
- b.** Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance. Other EIV income reports available to use are the Income Discrepancy Report, New Hires Report and No Income Report.

The reports are used to identify issues or discrepancies which may impact a family's assistance.

EIV Verification Reports will be used for Existing Tenant Search, Multiple Subsidy Report, Identity Verification Reports, and Deceased Tenant Report) that will further assist in reducing subsidy payment errors.

**What is the EIV System?** The EIV System is a web-based application, which provides Renton Housing Authority with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

Renton Housing Authority is required to review the EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments.

EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. This UIV

technique in many instances will reduce the need to mail or fax third party verification request forms to an income source.

EIV also provides various reports to assist PHAs with the following:

- a. Identifying tenants whose reported personal identifiers do not match the SSA database;
- b. Identifying tenants who need to disclose a SSN;
- c. Identifying tenants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
- d. Identifying tenants who may not have reported complete and accurate income information;
- e. Identifying tenants who have started a new job;
- f. Identifying tenants who may be receiving duplicate rental assistance;
- g. Identifying tenants who are deceased and possibly continuing to receive rental assistance;
- h. Identifying former tenants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord.

### **EIV Policies and Procedures**

**This is a description each report, the type and how often they are required to be run.**

#### **Summary Report**

Provides Identity Verification Status by identifying tenants whose personal identifiers:

- Match the SSA database - “Verified”
- Does not match the SSA database – “Failed”
- Have not been sent by HUD to SSA for validation or have not yet been matched by SSA for validation – “Not Verified”
- SSA’s records indicate the person is deceased – “Deceased”

Must be used at recertification (annual and interim)

- To validate a tenant’s SSN
- To review and resolve discrepant or invalid personal identifiers of tenants with a “failed” or “deceased” status
- Nothing has to be done at the time of recertification with those tenants with an Identity Verification Status of Not Verified”. However, the Failed SSA Identity Test report must be checked monthly as a change in the Identity Verification Status may occur.

Documentation for household members identified as exempt from disclosing and providing verification of a SSN:

- Tenants who were 62 years of age or older as of January 31, 2010 and whose initial determination of eligibility was begun before January 31, 2010; and

- Individuals who do not contend eligible immigration status

If the Summary Report in the tenant file shows an Identity Verification Status of “Verified” for all household members required to have a SSN, the Owner does not have to continue to print out the Summary Report at recertification unless there is a change in household composition or in a household member’s identity verification status

### **Tenant File**

Summary Report and supporting documentation must be retained in the tenant’s file for term of tenancy plus 3 years.

**Note:** Staff may remove and destroy copies of verification documentation received from the tenant to verify their SSN once the Identity Verification Status shows “Verified”. Encouragement to minimize the number of tenant records that contain documents that display the full nine-digit SSN is recommended.

### **Income Report**

Mandatory use at Recertification -Annual and Interim

This report provides employment and income reported by HHS and SSA for each household member that passes the SSA identity test.

Identifies tenants who:

- May not have reported complete and accurate income information
- May be receiving multiple subsidies

Review new admissions within 90 days after the move-in information is transmitted to PIC to confirm/validate the income reported by the household.

Resolve discrepancies in reported income with the family within 30 days of the EIV Income Report date.

Retain copy of Income Report and supporting documentation with applicable form HUD-50058 for term of tenancy plus 3 years.

The PHA must make copies of any tenant provided documents and return the originals to the tenant.

### **Income Discrepancy Report**

Identifies households where there is a difference of \$2,400 or more in the wage, unemployment and SSA benefit information reported in EIV and wage, unemployment and SSA benefit information reported for the period of income used for discrepancy analysis.

The report serves as a tool to alert the PHA that there may be a discrepancy in the income reported by the tenant during the period of income used for the discrepancy analysis

This report is mandatory at Recertification -Annual and Interim

Report may be used at other times as indicated in policies and procedures.

**Must print the Income Discrepancy Report at the same time the Income Report is printed.**

Discrepancies must be reviewed and resolved at the time of recertification or within 30 days of the EIV Income report date.

All correspondence to/from the tenant regarding the income discrepancy and documentation received to resolve the discrepancy, including written third party verification of income, if applicable must be documented regardless of whether the PHA determines the discrepancy to be valid or invalid.

A form HUD-50058 if applicable must be sent to PIC for a correction.

A Repayment Agreement needs to be written up, if applicable.

#### **Tenant file**

Retain copy of Income Discrepancy Report and any documentation related to the resolution of the discrepancy, including any repayment agreements for term

#### **No Income Report**

Identifies tenants who passed the SSA identity test but no income was reported by HHS or SSA.

This does not mean that the tenant does not have any income. The PHA must obtain written third party verification of any income reported by the tenant.

Recommend “zero” income tenants be required to disclose and the PHA re-verify income at least quarterly. These are tenants who report no income at all.

Interview the tenants, asking the right questions to provide the tenant the opportunity to disclose any income.

Send for third party verification from income sources of other income reported by tenant, if applicable. Retain correspondence/documents received for re-verification of zero income tenants.

Retain any documentation or third party verifications for other income reported by the tenant for term of tenancy plus 3 years.

**New Hires Report** should be run at least quarterly.

The report identifies tenants who have new employment within the last 6 months. Report is updated monthly.



Contact tenant regarding new employment to confirm new employment with tenant. Request tenant provided documents to support current income and/or third party verification from employer, as applicable.

Retain the New Hires Report with notation of action(s) taken.

No Dispute of EIV Information:

- EIV Income Report
- Current, acceptable tenant provided documents
- Third party verification from the source, if necessary.

Disputed EIV Information:

- EIV Income Report
- Third party verification from the source for disputed information

Any correspondence with/from tenant relating to new employment and/or disputes of the employment or income reported in EIV.

Retain a copy of the New Hires Detail Report for the tenant along with any correspondence with tenant, third party verifications, form HUD-50059(s), or HUD-50058 etc., for term of tenancy plus 3 years.

Retain New Hires Summary Report in a master "New Hires Report" files for 3 years.

**Existing Tenant Search** identifies applicants who may be receiving assistance at another Multifamily or PIH location.

At the time of processing an applicant for admission search each applicant and applicant household member to see if receiving assistance at another location.

Discuss with tenant regarding circumstances relative to being assisted at another Multifamily or PIH property.

Follow up with respective PHA to confirm the individual's program participation status before admission.

Coordinate move-in/out dates with the PHA.

Search results for each member of the household.

Results of any contact with applicant must be recorded on and/or with the search results for affected household member.

Results of any contact with PHA, owner, management agent where applicant is reported as receiving assistance must be recorded on and/or with the search results for affected household member.

**Application file**

If not admitted – retain search results and any supporting documentation with the application for 3 years.

**Tenant file**

if admitted - retain search results and any supporting documentation with the application for term of tenancy plus 3 years.

**Multiple Subsidy Report**

This report identifies tenants who may be receiving rental assistance at more than one location, and run at least quarterly.

Must search both queries:

- Search within MF
- Search within PIH

Provide tenant opportunity to explain any circumstances relative to his/her being assisted at another location.

Follow up with respective PHA if necessary, to confirm tenant is being assisted at the other location. Depending on the results, may need to take action to terminate the assistance or tenancy and repay subsidy to HUD.

Search results

Documentation supporting any contacts made or information obtained to determine if household and/or household member is receiving multiple subsidies.

Documentation to support any action taken if household and/or household member is receiving multiple subsidies.

**Note:** If a tenant's multiple subsidies were discussed and resolved at the time of recertification, this must be noted on the printed report and no further action is required

**Master File**

Retain Multiple Subsidy Summary Report and supporting documentation in a master "Multiple Subsidy Report" file for 3 years.

**Tenant File**

Retain a copy of the Multiple Subsidy Detail Report for the tenant along with any documentation of action taken for a household member for term of tenancy plus 3 years.

The **Failed EIV Pre-screening Report** identifies tenants who have missing or invalid personal identifiers (last name, date of birth, SSN) in TRACS or the PIH/PIC data system. These tenants will not be sent to SSA from EIV for the SSA identity test.

**This report is run monthly.**

This identifies tenants who need to disclose a SSN, or replace with PIC generated id number.

Follow up with tenants identified on the report where discrepant personal identifiers were not corrected at the time of recertification.

Check accuracy of data entry, to make sure numbers were not transposed in SSN.

Contact tenant and confirm to verify discrepant personal identifiers

Correct PIC data within 30 days of the date of the report.

Document Failed EIV Pre-screening Report with action taken to resolve invalid or discrepant personal identifiers.

**Note:** This report will include those persons who are exempt from the SSN disclosure and verification requirements. In these instances the PHA will note on the copy of the report retained in the “Failed EIV Pre-Screening Report” master file that tenant(s) is exempt from SSN requirements.

**Note:** If a tenant’s information was corrected at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required.

Retain copy of report in a master “Failed EIV Pre-screening Report” files for 3 years.

Retain documentation in the tenant file, to verify discrepant personal identifiers for term of tenancy plus 3 years.

### **Failed Verification Report (Failed SSA Identity Test) run monthly.**

This identifies tenants whose personal identifiers (last name, date of birth, SSN) do not match the SSA database. Follow up with tenants identified on the report where discrepant personal identifiers were not corrected at the time of recertification.

Check accuracy of data entry, that numbers are not transposed in SSN.

Contact tenant and confirm to verify discrepant personal identifiers.

Correct PIC data within 30 days of the date of the report.

Failed Verification Report (Failed SSA Identity Test) report should be documented with action taken to resolve invalid or discrepant personal identifiers

**Note:** If a tenant’s information was corrected at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required

### **Master File**

Retain copy of report in a master “Failed EIV SSA Identity Test” files for 3 years.

### **Tenant File**

Retain documentation to verify discrepant personal identifiers for term of tenancy plus 3 years.

**Deceased Tenants Report** identifies tenants reported by SSA as being deceased and run at least quarterly.

Confirm, in writing, with head of household, next of kin or contact person or entity provided by the tenant to determine whether or not the person is deceased.

If deceased, within 30 days from date of report:

- Update family composition, and, if applicable, income and allowance, on the applicable form HUD-50059 or HUD-50058. See Paragraph 7-13D of Handbook 4350.3 REV-1 for effective date.
- Single member of a household, process move-out using applicable form HUD-50059-A or HUD-50058. Effective date retroactive to earlier of 14 days after date of death or date unit vacated.

**Note:** Overpayment of subsidy must be returned to HUD.

Any discrepant data in PIC must be updated within 30 days from the date of the report.

Encourage tenant to contact SSA if SSA's data is incorrect.

If the Deceased Tenants Report is incorrect documentation must be obtained to resolve discrepancy.

Form HUD-50058 with change of family composition or for move-out.

**Note:** If action was taken to remove the deceased tenant from the household or to terminate tenancy of a deceased single member of a household at the time of recertification but the EIV data has not yet been updated, this must be noted on the printed report and no further action is required

#### **Master File**

Retain copy of report in a master "Deceased Tenants Report" file for 3 years.

#### **Tenant File**

Form HUD-50058 plus any other documentation received for a particular tenant must be retained for term of tenancy plus 3 years.

PHAs should begin with the highest level of verification techniques.

PHAs are required to access the EIV system and obtain an Income Report for each household. The PHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition. If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

#### **Level Verification Technique Ranking**

## **Level 6**

### **Upfront Income Verification**

(UIV) using HUD's Enterprise Income Verification (EIV) system  
(Not available for income Verifications of applicants)

**Highest** (Mandatory)

## **Level 5**

### **Upfront Income Verification**

(UIV) using non-HUD system

**Highest** (Optional)

## **Level 4**

### **Written third Party Verification**

**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 income information **and** is unable to provide acceptable documentation to support dispute)

## **Level 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)

## **Level 2**

**Oral Third Party Verification Low** (Mandatory if written third party certification is not available)

## **Level 1**

**Tenant Declaration Low** Use as a last resort when unable to obtain any type of third party verification)

**Note:** This verification hierarchy applies to income determinations for applicants and participants.

However, EIV is not available for verifying income of applicants.

## **Verification Technique Definitions**

### **Third Party Verification Techniques**

**Upfront Income Verification (UIV) (Level 6/5):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals. It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to validate tenant-reported income.

**Written Third Party Verification (Level 4):** An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information. **Note:** Documents older than 60 days (from the PHA interview/determination or request date) is acceptable for confirming effective dates of income.

**Written Third Party Verification Form (Level 3):** Also, known as traditional third party verification.

A standardized form to collect information from a third party source is used. The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third party source by mail, fax, or email. It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

The Department recognizes that third party verification request forms sent to third party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third party source to provide false information; or the tenant intercepts the form and provides false information.

The Department requires PHAs to rely on documents that originate from a third party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third party verification request form.

The use of acceptable tenant-provided documents, which originate from a third party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

**Oral Third Party Verification (Level 2):** Independent verification of information by contacting the individual income/expense source(s), as identified through the **UIV** technique or identified by the family, via telephone or in-person visit. Renton Housing Authority staff will document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e., ten (10) business days.

### **Non-Third Party Verification Technique**

**Tenant Declaration (Level 1):** The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

### **Exceptions to Third Party Verification Requirements**

HUD is aware that in some situations, third party verification is not available for a variety of reasons.

Oftentimes, the PHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective to obtain third party verification of income, assets, or expenses, when the impact on total tenant payment is minimal. In these cases, Renton Housing Authority is **required to document in the family file the reason(s) why third party verification was not available.**

The exception to third party verification can be found at 24 CFR §960.259(c) (1) and §982.516(a) (2), which states, "The PHA must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available.**"

**Third party verification requirements.** In accordance with 24 CFR §960.259(c) (1) and 24

CFR §982.516(a)(2) for the HCV programs, , Renton Housing Authority must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available:

- (i) Reported family annual income;
- (ii) The value of assets;
- (iii) The expenses related to deductions from annual income; and
- (iv) Other factors that affect the determination of adjusted income.

**How to comply with and reduce administrative burden of third party verification requirements of family annual income.** PHAs can comply with and reduce administrative burden of third party verification requirements for employment, wage, unemployment compensation and social security benefits, and any other information that is verifiable using EIV by:

- a.** Reviewing the EIV Income Report to confirm/validate tenant-reported income; and
- b.** Printing and maintaining an EIV Income Report (or an EIV Individual Control Number (ICN) page for interim reexaminations as prescribed in Section 12 of this Notice) in the tenant file; and
- c.** Obtaining current acceptable tenant-provided documentation to supplement EIV information; and
- d.** Using current tenant-provided documentation and/or third party verification to calculate annual income.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant. See PIH Notice 2010-03 for guidance on verifying Social Security benefit income through the EIV system.

The PHA may also reduce the administrative burden of obtaining third party verification by relying on acceptable documents that are generated by a third party, but provided by the tenant. Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

**When the PHA is required to request written third party verification**

The PHA must request written third party verification under the following circumstances:

- a.** When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
- b.** When the PHA requires additional information that is not available in EIV and /or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:
  - i.** Effective dates of income (i.e. employment, unemployment compensation, or Social security benefits)



- ii. For new employment: pay rate, number of hours worked per week, pay frequency, etc.
- iii. Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

The Renton Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security Numbers, citizenship or eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

#### ***10.1 ACCEPTABLE METHODS OF VERIFICATION***

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Renton Housing Authority or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name date of contact, amount received, etc.

When third party verification cannot be obtained, the Renton Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Renton Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Renton Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

Renton Housing Authority will utilize the Enterprise Income Verification System (EIV) a Web- based system that has been base lined with data that is updated daily with extracts from the Tenant Rental Assistance Certification System. (TRACS)The EIV database system will allow Renton Housing Authority to compare reported income information from many Federal, State and local agencies by verifying SS/SSI benefits, wages, unemployment compensation and new hires information.

**10.2 TYPES OF VERIFICATION**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Renton Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party written verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security Administration, or electronic reports	Social Security card
Citizenship	N/A	Signed certification, Declaration of Citizenship & Consent for each family member, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Current Schedule of classes, Financial Aide document from school	For high school students, any document evidencing enrollment

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party written verification</b>	<b>Hand-carried verification</b>
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution for any amounts over a \$5000.00 threshold	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party written verification	Hand-carried verification
Earned income	Letter from employer	Consecutive pay stubs from the most recent 2-3 pay periods or earning statements.
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony or child support	Court order, letter from source, letter from Department of Social and Human Services.	Record of deposits, divorce Copy of separation or divorce agreement indicating type of support, amount and payment schedule.
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports. Print-out of benefit amounts generated by RHA through automated tie-in directly to the Departments computers.	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled</li> <li>- whether training is HUD-funded</li> <li>- whether State or local program</li> <li>- whether it is employment training</li> <li>- whether payments are for out- of-pocket expenses incurred in order to participate in a program</li> </ul>	N/A

All the documents that were obtained to verify income must be clearly labeled and maintained in the file. The rent calculation should be clear with references to the source documents.

### ***10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS***

The citizenship or eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first recertification, 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 birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first recertification, all eligible noncitizens 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.

Prior to being admitted or at the first recertification, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Renton Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Renton Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Renton Housing Authority 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 noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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 admission 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 delay is caused by the family.

If the Renton Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### ***10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

##### **SSN Documentation:**

Renton Housing Authority must request the applicant and participant (including each member of the household), who are not exempt under Section 5 of this Notice, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA;
- b. An original SSA-issued document, which contains the name and SSN of the individual; or
- c. An original document issued by a federal, state, or local government agency,

which

contains the name and SSN of the individual

The SSA issues three types of Social Security cards depending on an individual's citizen

or

noncitizen status and whether or not a noncitizen is authorized by the Department of Homeland Security (DHS) to work in the United States. They include:

1. The first type of card shows the individual's name and SSN only. This is the card most people have and reflect the fact that the holder can work in the U.S. without restriction. SSA issues this card to:

- U.S. citizens; or
- Noncitizens lawfully admitted to the United States for permanent residence and noncitizens with DHS permission to work permanently in the United States (i.e. refugees and asylees).

2. The second type of card bears, in addition to the individual's name and SSN, the legend: "**NOT VALID FOR EMPLOYMENT**". SSA issues this card to lawful noncitizens who do not have DHS permission to work, but are required by law to provide a SSN to obtain general assistance benefits that they already have qualified for.

3. The third type of card bears, in addition to the individual's name and SSN, the legend "**VALID FOR WORK ONLY WITH DHS AUTHORIZATION**". SSA issues this card to people with DHS permission to work temporarily in the United States.

SSA verifies all noncitizens' documents with DHS before a SSN card is issued to a noncitizen.

**Rejection of Documentation:**

Renton Housing Authority may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

1. The document is not an original document; or
2. The original document has been altered, mutilated, or not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

Renton Housing Authority will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

SSN Citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA, should make such declaration in writing and under penalties of perjury to the Renton Housing Authority. The Renton Housing Authority should maintain the declaration in the tenant file.

Renton Housing Authority may use the Alternate ID (ALTD ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or unable to disclose a SSN.

Once an individual discloses a SSN, Renton Housing Authority will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

**Addition of a New Household Member:**

When a participant requests to add a new household member, and has an assigned SSN, to the family, the participant must disclose the assigned SSN and provide Renton Housing Authority with the documentation at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the Renton Housing Authority may not add the new household member until the family provides such documentation. The PHA is not authorized to generate and ALT ID for the affected household member.

When a participant requests to add a new household member, and does not have an assigned SSN, the participant must disclose the assigned SSN and provide Renton Housing Authority with the documentation referenced in Section 6 of this Notice within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, Renton Housing Authority is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, only if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family, etc. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

of The child is to be included as part of the assisted household and entitled to all the benefits  
SSN being a household member during the allotted time for the family to comply with the  
disclosure and documentation requirements. Renton Housing Authority will generate an  
ALT ID as referenced in Section 9 of this Notice. Upon expiration of the provided time  
period, if the family has not complied with the SSN disclosure and documentation  
requirements, Renton Housing Authority must terminate the family's tenancy or  
assistance, or both of the entire family.

**Penalties for Failure to Disclose and/or Provide Documentation of the SSN:**

In accordance with 24 CFR 5.218, the following penalties apply for noncompliance with  
the SSN disclosure and documentation requirements:

a. **Applicants. Renton Housing Authority** must deny the eligibility of an assistance  
applicant if s/he (including each member of the household required to disclose his/her  
SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if  
the family is  
otherwise eligible to participate in the program, the family may maintain his/her  
position on the waiting list for a period of time as determined by Renton Housing  
Authority.

The maximum time the family may remain on the waiting list, pending disclosure of  
requested information for 120 days.

If all household members have not disclosed their SSN at the time a unit becomes  
available, the PHA must offer the available unit to the next eligible applicant family on  
the waiting list.

**Participants.** Renton Housing Authority must terminate the assistance of Section 8  
program participants (the entire household) if s/he (including each member of the  
household  
required to disclose his/her SSN) does not disclose his/her SSN and provide the  
required documentation.

However, if the family is otherwise eligible for continued assistance or tenancy in the



Program, Renton Housing Authority, at its discretion, may defer the family's termination and Provide the family an opportunity to comply with the requirement within a period **not to**

**Exceed** 90 calendar days from the date that Renton Housing Authority determined the family noncompliant

With the SSN disclosure and documentation requirement, if Renton Housing Authority determines:

1. The failure to meet the SSN disclosure and documentation requirements Was due to circumstances that could not have been foreseen and were Outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the tenancy or assistance, or both of the entire family.

If a family member does not have a Social Security Number the individual must sign a certification that he or she does not have one. The certification should:

- a. State the individuals name
- b. State that the individual has not been assigned an SSN.
- c. State the individual will disclose the number if he or she gets one later.
- d. Be signed and dated.

If a member who is required to execute a certification is less than 18 years old, the individuals parent or guardian must execute the certification of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual can provide an SSN but not the requisite documentation, written certification must be executed by the individual (or his /her parent or guardian if under 18). The certification should.

- e. State the individual's name.
- f. State the SSN
- g. State the individual is unable to submit the document.
- h. Be signed and dated.

; The individual has 60 days from the date of certification to obtain documentation to verify the SSN. The individual may be referred to the local SSA office to complete and submit an SS-5 form, Application for Social Security card, to replace the lost card or to change the name on the card.

Penalties For Failure to Disclose or Verify a Social Security Number.

- i. Applicants: Denial of Assistance
- j. Participants/ Tenants: Termination of assistance

## **10.5 TIMING OF VERIFICATION**

Verification must be dated within sixty (60) days for new lease up participants. Documents for certification or recertification may be within 90 to 120 days of receipt to be considered current. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim recertification is conducted, the Housing Authority will third-party verify and updates only those elements reported to have changed.

## **10.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible noncitizen 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 recertification. Prior to a new member joining the family, their status will be verified.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular recertification. Likewise, when a child turns six, their verification will be obtained at the next regular recertification.

# **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

## **11.1 GENERAL**

After October 1, 1999, Renton Housing Authority began issuing only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates were honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 was complete.

RHA uses the actual number of days in a particular month and multiplies by the number of days remaining in that month to determine the pro-rated rent.

So the month of February would be divisible by 28 days, not 30 (which was our previous practice).

This policy applies to Portability calculations and invoices for HAP and utility allowance payments as well.

When calculating annual income and monthly rent rounding will be down to the nearest dollar for \$0.49 and up to the nearest dollar for \$0.50.

## 11.2 **RENT REASONABLENESS**

Renton Housing Authority (RHA) will not approve an initial rent or a rent increase in the tenant-based Housing Choice Voucher Program without determining that the rent amount is reasonable. RHA will provide documentation to ensure and verify that rents charged by owners to voucher participants are reasonable in comparison to current rents charged for comparable unassisted units in the private market.

The procedures will be practical, appropriate, and consistent with market rents in the Housing Authority's jurisdiction.

### **RHA will follow two approaches:**

#### **1. Unit-to-unit comparison-**

A direct comparison between the rent for the program unit rent, and one or more unassisted comparable unit rent.

#### **2. Unit-to-market comparison-**

Aggregates data on unassisted market rents and compares the program rents to average market rent, or range of rents.

### **Reasonableness will be determined prior to the initial lease and at the following times:**

- - New unit is leased on the program
- - The owner request a rent increase for an existing assisted unit
- - There is a 5% decrease in the HUD-published FMR applicable to the assisted in effect 60 days before the HAP contract anniversary date
- - The PHA is directed to do so by HUD

Contract rent increases in accordance with rent reasonableness will generally be limited to 10% annually.

## 11.3 **COMPARABILITY**

To determine rent reasonableness, RHA will determine and document whether the rent to the owner is reasonable in comparison to rent for other comparable unassisted units in the same or comparable neighborhoods.

RHA will consider the following critical factors: The location, quality, size, type, age, amenities, housing services, maintenance and utilities provided by the owner under the lease.

RHA will require Owners, Landlords, and/or Agents to provide information regarding comparable unassisted units within the premises.

RHA's inspectors, who are trained and certified in the application of HUD Housing Quality Standards will certify, if in fact, the requested contract rent is reasonable or not reasonable, and document the basis for the decision. Documentation of unassisted comparable units, inspection of the contract unit, and a comparison of rents for other unassisted units in the community, and the owner's certification will be documented in the tenant's file.

In addition to initial and annual inspections, using knowledge of the market and applying the annual Dupre + Scott rent survey, RHA's staff will scrutinize the rent roll information included on the signed form HUD-52517. More extensive rent roll documentation will be required by RHA from the landlord if questionable information is received.

Similarly, rent rolls documentation will be required from owners of apartment complexes that request an increase in the contract rent. Inspectors will complete a Certificate of Rent Reasonableness, as documentation to be inserted into the tenant's file.

The owner must provide any information pertinent to the HAP contract. Including access to the contract unit, the right to examine or audit records, print copies of any information, access accounts, and all records of the owner relevant to the HAP contract that HUD and the RHA may reasonably require.

If for any reason, a dispute arises about rent reasonableness from the landlord, owner, agent, or tenant, it will be researched and assessed by an inspector, the Section 8 Program Coordinator and Occupancy Reviewer, as they achieve the appropriate results.

RHA will develop and maintain a current Rent Survey Comparable Log, on rental units within the City of Renton's jurisdiction. The log will be updated twice a year, or as often as the PHA deems necessary. It will include comparables and rent amount by Location, quality, size, type, age, amenities, housing services, maintenance and utilities. Owners may review the determination made on their unit and may submit additional information, or make improvements to the unit, which will enable RHA to establish a higher value. Also, RHA will obtain from Landlords Associations and Management Firms the value of the array of amenities.

RHA will establish minimum base rent amounts for each unit type and bedroom size. Therefore, enabling RHA to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

RHA will obtain rent rolls in conjunction with the annual inspections. The inspections will be completed and will cover a full range of unit types, the large complexes, and a sample of single-family and small multiplexes. Acting upon that information, the PHA will produce a timely affirmation of reasonableness or correction to unreasonable contract rents.

In determining single-family rent reasonableness, RHA will review the following: Craigslist.com, forrentmag.com, newspapers, advertising, and other available resources, which take into account: location and neighborhood, census tract, quality, type, age, amenities, size, housing services, maintenance and utilities. Also, other resources to certify rent reasonableness, and provide documentation for the tenant's file can be used.

#### **11.4 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Renton Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For the Housing Choice Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

##### **11.4.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. Renton Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Renton Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Renton Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes the people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, Renton Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Renton Housing Authority may consider adjusting payment standards at times other than the family's annual recertification when circumstances warrant.

Before increasing any payment standard, Renton Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

Increase in the payment standard amount during the HAP contract term. If the payment standard amount is increased during the term of the HAP contract, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular recertification on or after the effective date of the increase in the payment standard amount.

#### 11.4.2 Selecting the Correct Payment Standard for a Family

- A. For the voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular recertification of family income and composition effective after the beginning of the HAP contract term.

- D. At the next annual recertification following a change in family size or composition during the HAP contract term and for any recertification thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual recertification.

### 11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as Renton Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

## **11.5 ASSISTANCE AND RENT FORMULAS**

### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income
2. 30% of the family's adjusted monthly income
3. The Minimum rent
4. 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, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.  
Plus any rent above the payment standard.

### **B. Minimum Rent.**

Renton Housing Authority has set the minimum of payment for rent and utilities, or Total Tenant Payment, as \$50.00. However, if the family requests a hardship exemption, the Renton Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until Renton Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - b. When the family would be evicted because it is unable to pay the minimum rent;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - d. When a death has occurred in the family.
2. No hardship. If Renton Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to Renton Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. Renton Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by Renton Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If Renton Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.



5. Appeals. The family may use the informal hearing procedure to appeal Renton Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Housing Choice Vouchers Payment Standard and TTP

1. The payment standard is set by Renton Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
  - i. The payment standard amount for the appropriate family unit size; or
  - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Renton Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
  - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
  - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular recertification of family income and

composition effective after the beginning of the HAP contract term.

d. At the next regular recertification following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c)(i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

2. The Renton Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen 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 was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. 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 or spouse, or any child (under the age of 18) of the head 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 time for the orderly transition of some or all of its members to locate other 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 18 months. The Renton Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Renton Housing Authority 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 pays for rent, plus utilities, plus 25%.

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
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.

## ***11.6 UTILITY ALLOWANCE***

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

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 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 rate.

The Housing Authority reviews the utility allowance schedule annually 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 allowance schedule was revised. The Renton Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Renton Housing Authority.

The Renton Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each recertification, the Renton Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Renton Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The calculation for the utility allowance must be clearly labeled and referenced to the appropriate utility allowance schedule used. The calculation worksheet must be maintained in the families file. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

## ***11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT***

The Renton Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Renton Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Renton jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Renton Housing Authority.

### **11.8 CHANGE OF OWNERSHIP**

The Renton Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Renton Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Renton Housing Authority 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; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Renton Housing Authority may withhold the rent payment until the taxpayer identification number is received.

## **12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

The Renton Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Program unless the HQS is met. Units will be inspected at least biennially, and at other times as needed, to determine if the units meet HQS.

Pursuant to a change in HUD policy Renton Housing Authority will conduct Biennial Housing Quality Standards (HQS) inspections rather than the annual HQS inspections effective 3/1/2015. The Biennial inspection's does not include the Project Based Section 8 program.

The Inspections for Project Based units are done annually.

The Renton Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make

arrangements to enable the Housing Authority to enter the unit and complete the inspection.

“The RHA Section 8 Administrative Plan has been amended to allow under PIH 2012-15 (HA), 3.b Verifying HQS Deficiencies Remotely for Annual or Interim Inspections, accordingly if RHA determines that a unit does not meet the Housing Quality Standards (HQS) requirements during an annual or interim inspection, verification that the deficiencies are corrected may be done by means other than a re-inspection. The regulation at 24 CFR 982.404 (a) (3) states that RHA must verify the correction of deficiencies. RHA will so verify by accepting an owner’s certification, along with a receipt from a vendor, and/or a photo of the repair. Alternatively, the tenant may provide written confirmation that required repairs are complete and RHA will then verify that action was satisfactory at the next on-site inspection. RHA will exercise prudence in determining the verification process based on the severity of the corrections needed along with any experience the agency has had with the owner and property. ”

If the family misses the scheduled inspection and fails to reschedule the inspection, the Renton Housing Authority will only schedule one more inspection. If the family misses two inspections, the Renton Housing Authority will consider the family to have violated a Family Obligation and their assistance may be terminated.

## ***12.1 TYPES OF INSPECTIONS***

There are seven types of inspections the Renton Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS every year.
- C. Biennial Inspection – An inspection performed every other year after the Initial inspection and 1<sup>st</sup> annual inspection have been completed.
- D. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- E. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- F. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- G. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

- H. Quality Control Inspection - Quality Control Inspection – The requirement for a housing authority with 604- 2000 vouchers equals 16 plus 1 for each 100 (or part of 100 over 600) to satisfy the HUD regulation. Supervisory inspections will be determined by the total number of units that were under lease during the Housing Authority's previous fiscal year.

## **12.2 OWNER AND FAMILY RESPONSIBILITY**

### **A. Owner Responsibility for HQS**

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Renton Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Renton Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The Renton Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Renton Housing Authority and the Renton Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Renton Housing Authority approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Renton Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

### **B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Renton Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Renton Housing Authority will take prompt and vigorous action to enforce the family obligations. The Renton Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

### **12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

#### **A. Sanitary Facilities**

##### **1. Performance Requirement**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.



- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut

are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

#### D. Thermal Environment

##### 1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

##### 2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

#### E. Illumination and Electricity

##### 1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

##### 2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.

- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

## H. Water Supply

### 1. Performance Requirement

The water supply must be free from contamination.

### 2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

## I. Lead-based Paint

### 1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, and stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1

milligram per centimeter squared (mg/cm<sup>2</sup>), or 0.5 % by weight or 5000 parts per million (PPM).

## 2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b) (4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Renton Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:

- i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
- i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing

requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
  - iv. During exterior treatment soil and playground equipment must be protected from contamination.

- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Renton Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- o. The Renton Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Renton Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).



J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and

unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### ***12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA***

The Renton Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Renton Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

#### ***12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS***

- A. Correcting Initial HQS Fail Items

The Renton Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as

possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Renton Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be generally given 10 calendar days and up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

**B. HQS Fail Items for Units under Contract**

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given 10 calendar days and up to 30 days to correct the item(s) noted as failed, depending on the extent of the repairs that are required to be made.

If the owner fails to correct the HQS failed items after proper notification has been given, the Renton Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Renton Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

**C. Time Frames for Corrections**

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

**D. Extensions**

At the sole discretion of the Renton Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60

days after the initial inspection date, the Renton Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

## **12.6 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

## **12.7 ABATEMENT**

According to 24 CFR § 982.404 Maintenance: Owner and family responsibility; PHA remedies.

(a) Owner obligation. (1) The owner must maintain the unit in accordance with HQS.

(2) If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations. PHA remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

(3) The PHA must not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by

the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

The consequence of not remedying HQS deficiencies is further enumerated in Page 3 of the Housing Assistance Payments Contract.

Additionally, if the unit is not habitable, the tenant may exercise certain rent suspension or rent escrow remedies in accordance with the Washington State Landlord Tenant Law. Under no circumstances however can the tenant be obliged to pay the portion of the rent represented by the abated HAP. This is in accordance with:

HAP Contract Section 5. Family Payment to Owner

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated, and the family issued a voucher to move with continued assistance. If the owner feels that RHA is wrong in its information or would like to dispute this decision they must do so in writing within ten (10) business days of the date of the abatement letter. The response should be addressed to the Director of Housing Management/Deputy Executive Director, and should include photo documentation, receipts, and/or supporting comment from others familiar with the situation.

When the deficiencies are corrected, the Renton Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Renton Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

Quality Control Inspection - The requirement for a housing authority with 604- 2000 vouchers equals 16 plus 1 for each 100 (or part of 100 over 600) to satisfy the HUD regulation. Supervisory inspections will be determined by the total number of units that were under lease during the Housing Authority's previous fiscal year.

### **13.0 PARTICIPANT RESPONSIBILITIES FOR DAMAGES**

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Renton Housing Authority. This shall be done by either paying the full amount due immediately upon the Renton Housing Authority requesting it or through a Repayment Agreement that is approved by the Renton Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the Section 8 rental assistance program. The participant retains the right to request an informal hearing.

#### **14.0.1 CHANGES IN LEASE OR RENT**

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Renton Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Renton Housing Authority of any changes in the amount of the rent at least sixty (60) days before the changes go into effect in accordance with the completion of the initial 12-month term. Any such changes are subject to the Renton Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Renton Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease provisions governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Renton Housing Authority is not required for changes other than those specified in A, B, or C above.

#### **14.1 ANNUAL RECERTIFICATION**

At least annually the Renton Housing Authority will conduct a recertification of family income and circumstances. Renton Housing Authority shall use the same procedures for obtaining, verifying and use the same calculation processes that were used at admission. The results of the recertification will determine:

(1) The rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Renton Housing Authority will send a notification letter to the family letting them know that it is time for their annual recertification and that they must complete the recertification packet documents, supply forms or verification as appropriate and return all items to the Renton Housing Authority office in ten (10) business days. The letter includes forms for the family to complete that will be used for third-party verification of income. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the annual recertification process 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 later will be mailed to the sources that will verify the family circumstances. Upon receipt of verification, the Renton Housing Authority will determine the family's annual income and will calculate their family share.

If during recertification process it is determined the tenant has falsified or failed to disclose criminal history on the recertification forms, RHA may pursue eviction or termination of assistance.

#### 14.1.1 Effective Date of Rent Changes for Annual Recertification

The new family share will generally be effective upon the anniversary date with 30 days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

#### 14.1.2 Missed Appointments

If the family fails to respond to the Recertification Packet and alternatively fails to contact the certification staff, a second letter will be mailed. The second letter will advise of a new absolute due date allowing for the same considerations for accommodation as above. The letter will also advise that failure by the family to complete the recertification process will result in the Renton Housing Authority taking action to terminate the family's assistance.

## 14.2 INTERIM RECERTIFICATIONS

Changes in family composition, disability status, or increased income for anyone in the household who is 18 years of age or older, must be reported to RHA in writing within ten (10) business days of the actual change.

Families will not be required to, but may, report any decrease in allowable expenses between the annual recertification.

During an interim recertification, the information affected by the changes being reported will be reviewed and verified. RHA may also seek verification for any other current sources of income or deductions associated with calculating the correct tenant rent payment.

Families are required to report the following changes to the Renton Housing Authority between the regular recertification. These changes will trigger an interim recertification changing the income-based rent calculation. The family shall report these changes within ten (10) business days of their occurrence in writing to their most recently assigned Section 8 program occupancy staff person or the Operations Administrator if uncertain.

- A. A member has been added to the family through birth, adoption, and court-awarded custody, a child that turns 18 years old or is in other ways a person who is requested to be added.

In general if the person requested to be added is not born into the household, adopted into the household, married into the household or in other ways able to demonstrate a stable relationship, the Renton Housing Authority may not add the requested person, especially if it results in an increase to the required number of bedrooms or level of subsidy.

If a primary care provider or physician documents that it is medically necessary for the person with a disability to be added to the RHA household; and there is information that they have been unable to discover appropriate alternatives for their housing and care; and they pass the background suitability screening; their addition to the residence may be approved by RHA.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the voucher. Before adding the new member to the voucher, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants.



Renton Housing Authority will ask if the person being requested to add to the household is subject to a lifetime sex offender registration requirement in any state and must provide a complete list of all states in which they have resided.

The Renton Housing Authority will determine the eligibility of the individual before adding them to the voucher. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the voucher and the lease in accordance with the landlord's consent. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

B. A household member is leaving or has left the family unit.

The family shall report such a change within ten (10) business days of their occurrence in writing to their most recently assigned Section 8 program occupancy staff person or the Operations Administrator if uncertain

If the family composition changes such as a household member moves out, and this reduces the size of unit for which the family is eligible in accordance with the RHA established occupancy standards, the family may reside in the unit under certain terms and conditions described below.

1. If the household composition change occurs while in the middle of, or prior to the completion of the annual recertification, the correct Voucher Payment Standard (VPS) and Utility Allowance (UA) will apply to the unit in which the family resides and a 30 day notice will be given for the change. If the tenant remains in the unit they will continue to receive rental assistance in accordance with the appropriate VPS and UA for the occupied unit.
2. If the family's annual recertification has already been processed, the VPS will be adjusted within three (3) months of the change of eligible bedroom size, in accordance with the RHA established occupancy standards, and if the family remains in the unit the applicable VPS and UA will apply.
3. If/When the assisted family in good standing with RHA decides to move, they will be issued a voucher of the correct bedroom size for their household composition and the current VPS and UA will be used.

C. Family break-up

In circumstances of a family break-up, the Renton Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining 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(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Renton Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Renton Housing Authority will make determinations on a case by case basis.

The Renton Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.2.

D. Increase of Household Income of \$100.00 or more per month

Section 8 tenant-based program participants must report in writing any increase in income of \$100 or more per month within 10 business days to their most recently assigned Section 8 program occupancy staff person or the Operations Administrator. The written report should include verification from the source, notwithstanding that RHA will perform verification as well.

The \$100 per month increase in income will require an interim recalculation of the tenant's rent to owner obligation. Any resulting increase in the family rent contribution will take effect 60 days after the family received the increase in income. If reporting is not timely, the rental assistance payment will be reduced by an amount sufficient to reconcile the difference between what the family paid to the landlord (as a result of not reporting the increased income in-time) versus the higher amount of rent that the family should have paid to the landlord. If the failure to report a \$100 or more per month increase in income is egregious, the family will be subject to program enforcement measures that could include a compliance mandate notice or potential termination from the program.

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 changes in family circumstances. Upon such request, the Renton Housing Authority will take timely action to process the interim recertification and recalculate the family share.

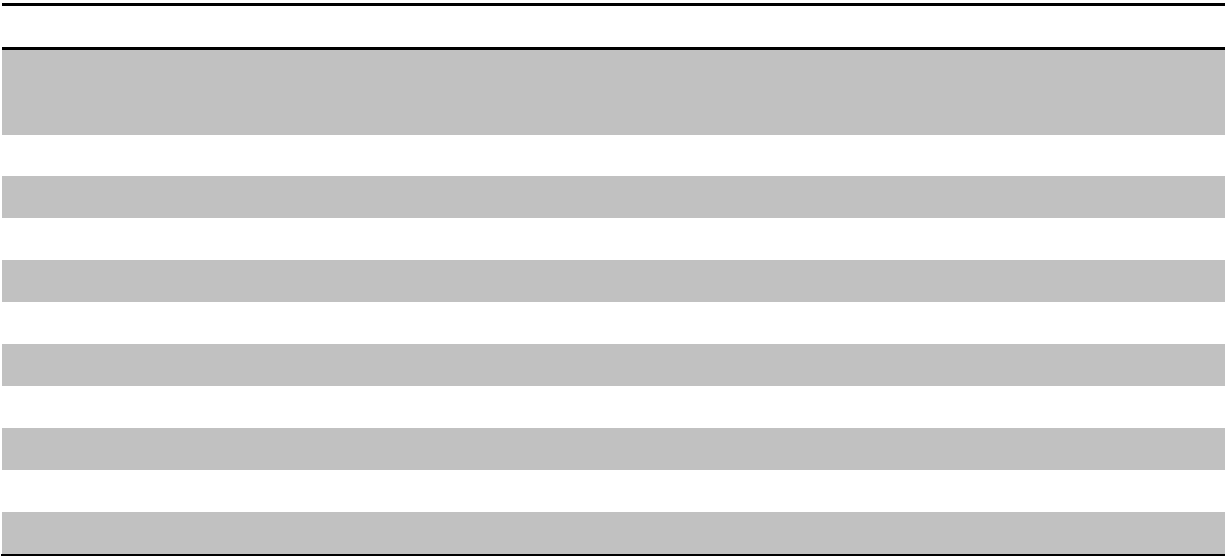
**14.2.1 SPECIAL RECERTIFICATIONS & ZERO OR SPORADIC INCOME**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Renton Housing Authority shall schedule a special recertification every ninety (90) days until the income stabilizes and the annual income can be determined. These reviews may coincide with the annual recertification cycle.

RHA will process an interim recertification as a result of a family reporting increased income.

**DEFINING ZERO OR SPORADIC INCOME:**

As a general rule, a household will be considered to have Zero or Sporadic Income if the amount of annual income is less than that which the family would be eligible to receive under a DSHS grant. See the DSHS payment schedule referenced in WAC 388-478-0020 for the most current monthly cash assistance allowed.



#### ***14.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR RECERTIFICATIONS AND SUBSEQUENT REPORTING REQUIREMENTS***

If a Renton Housing Authority assisted tenant reports their income has decreased, or their medical or dependent care expenses have significantly increased, and they return this Interim Recertification Request Packet completed along with the necessary written verification by the 10th of the month, an Interim Recertification can be completed. Any adjustment to the tenant's rent portion will be effective the first of the month following the Interim Recertification. It shall be the documented preceding month's income or estimated future projection that dictates the following month's interim rent calculation. If the tenant does not report the reduction of income until after the 10th of the month, any adjustment to the tenant's rent will not be effective until the second month after the recertification on the change of income.

If an Interim Recertification of the tenant income and eligibility is completed and a subsequent reduction made in the TTP, the tenant must report all future changes, again within ten (10) business days.

Unless there is a delay in recertification processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increases will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and a delay is beyond the control of the family, the reduction will be effective the first of the month after the interim recertification should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

If a tenant rent payment to owner change is associated with a reduction in the voucher payment standard (VPS) due to a reduction in the voucher bedroom size because of the departure of a formerly present family member removed from the voucher, the change of VPS shall go into effect with a 30 day notice...

However, in accordance with a successful request by the family and recommendation by staff to the Operations Administrator, the VPS in place prior to the subsequent A/R may be approved to continue for 120 days and one month beyond the A/R effective date or upon the family's move to an alternative unit whichever is less, in order to allow for the MWCA process and mitigate the financial burden associated with a sudden loss of subsidy that may lead to eviction for nonpayment of tenant rent and termination of the

voucher. The proper reporting by the tenant of the change of family composition, will figure into the recommendation and approval of any VPS continuation.

## **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE RENTON HOUSING AUTHORITY**

### ***15.1 THE HOUSING AUTHORITY MAY AT ANY TIME TERMINATE PROGRAM ASSISTANCE FOR A PARTICIPANT BECAUSE OF ANY OF THE FOLLOWING ACTIONS OR INACTIONS BY THE HOUSEHOLD:***

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Renton Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If Renton Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to Renton Housing Authority or another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or

amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Renton Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The Operations Administrator will send a letter to the tenant enclosing a copy of the record obtained from local law enforcement or a description of relevant information germane to the proposed action. The letter will allow the tenant no fewer than ten (10) business days to arrange for an appointment with Operations Administrator or designee to dispute the accuracy and relevancy of the information before the decision to evict or terminate is reached.

## 15.2 *Repayment Agreements*

When a tenant owes the Renton Housing Authority back charges and is unable to pay the balance by the due date, the tenant may request that the Renton Housing Authority allow them to enter into a Repayment Agreement. Renton Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period to be determined by the Housing Authority in a thoughtful and considerate manner. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may cause the Housing Authority to begin eviction procedures against the Tenant and loss of the Section 8 voucher program.

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

In accordance with the VAWA RHA prohibits the eviction of, and removal of assistance from, certain persons living in Section 8-assisted housing if the asserted grounds for such actions is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the U.S. Housing Act of 1937 as amended by VAWA, and June 23, 2006 HUD issued notice PIH 2006-23.

RHA will promptly meet with any tenant or participant reporting instances of violence against a woman or related domestic violence associated with its housing programs or buildings.

In a thoughtful and respectful manner, trained RHA staff will assist the reporting party in completing a domestic violence form such as the Form HUD-91066, Certification of Domestic Violence, Dating Violence or Stalking. The interviewing staff member in addition to making referrals to local service providers will recommend RHA action to include facilitating a transfer or portability to another jurisdiction.

RHA will ensure that Landlord, including RHA itself) does not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.

## **16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### **16.1 COMPLAINTS**

The Renton Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Renton Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

The Renton Housing Authority reviews public records at <http://dw.courts.wa.gov>, especially if neighbors or other people in the community complain about a particular unit.

Renton Housing Authority will contact you in writing when a complaint has been made regarding your household. You have the opportunity to respond in writing and RHA will look into the complaint. Please deliver a written explanation about the accuracy and relevancy of the alleged charges, including comments about what happened, the extenuating circumstances, and actions that you have taken or plan to take that will resolve the matter and guard against any recurrence.

You will be sent a follow-up letter explaining RHA’s decision. If a decision is made to terminate your rental assistance (or evict if the unit is owned by RHA), you have the right to request an Informal Hearing.

## **16.2 INFORMAL REVIEW FOR THE APPLICANT**

### **A. Informal Review for the Applicant**

The Renton Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Renton Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

### **B. When an Informal Review is not required**

The Renton Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

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

### **C. Informal Review Process**

The Renton Housing Authority will give an applicant an opportunity for an informal review of the Renton Housing Authority decision denying assistance to the applicant. The procedure is as follows:



1. The review will be conducted by any person or persons designated by the Renton Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Renton Housing Authority decision.
3. The Renton Housing Authority will notify the applicant of the Renton Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, Renton Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Renton Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit.

Renton Housing Authority may permit the other members of a participant family to continue receiving assistance.

If Renton Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Renton Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Renton Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

### **16.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is required

1. The Renton Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Renton Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Renton Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Renton Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Renton Housing Authority subsidy standards.
  - d. A determination that a Section 8 Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Renton Housing Authority subsidy standards, or the Renton Housing Authority determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the

maximum period permitted under the Renton Housing Authority policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Renton Housing Authority will give the opportunity for an informal hearing before the Renton Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

The Renton Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Renton Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Renton Housing Authority schedule of utility allowances for families in the program.
4. A Renton Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Renton Housing Authority determination not to approve a unit or lease.
6. A Renton Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Renton Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Renton Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Renton Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A) (1) (a), (b), and (c) of this Section, the Renton Housing Authority will notify the family that the family may ask for an explanation of the basis of the Renton Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f) of this Section, the Renton Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Renton Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Renton Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If Renton Housing Authority does not make the document(s) available for examination on request of the family, the Renton Housing Authority may not rely on the document at the hearing.
  - b. The Renton Housing Authority will be given the opportunity to examine, at Renton Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Renton Housing Authority will be allowed to copy any such document at the Renton Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Renton Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by Renton Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Renton Housing Authority hearing procedures.

4. Evidence

The Renton Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Renton Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Renton Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Renton Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If Renton Housing Authority determines that it is not bound by a hearing decision, the Renton Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Renton Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of

participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Renton Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Renton Housing Authority may permit the other members of a participant family to continue receiving assistance.

If Renton Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Renton Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Renton Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

## 17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Renton Housing Authority. Under some circumstances the contract automatically terminates.

### A. Termination of the Lease

#### 1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Renton Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

#### 2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;

- (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
    - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
    - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
  - b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
  - c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Renton Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
  - d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
- 3. By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

## B. Termination of the Contract

- 1. Automatic termination of the contract
  - a. If the Renton Housing Authority terminates assistance to the family, the contract terminates automatically.
  - b. If the family moves out of the unit, the contract terminates automatically.
  - c. 180 calendar days after the last housing assistance payment to the owner.
- 2. Termination of the contract by the owner



The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Renton Housing Authority

Renton Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Renton Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Renton Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.

g. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings, remains diligent in the process, and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **18.0 PROJECT-BASED VOUCHERS**

[24 CFR 983.1 through 983.262] RHA Resolution 2277-2007

### **OVERVIEW**

HUD allows RHA to convert a portion of its Section 8 assistance from tenant-based vouchers to project-based. The use of project-based assistance must be consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities. Other than the specific program rules detailed below or those required by HUD, project-based vouchers are subject to policies and procedures developed by the RHA. If no RHA policy or procedure exists, then standard Section 8 rules and regulations will apply.

Under no circumstances may PBV assistance be used with a public housing unit. RHA will make documentation available for public inspection regarding the basis for the RHA selection of a PBV proposal.

### **Number of Project-Based Units**

RHA will convert a maximum of 62 vouchers to project-based assistance (15% of the 415 vouchers allocated to RHA, within the 20% budget authority permitted under 24CFR983).

Site and Neighborhood Standards: RHA will comply with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations thereto, in determining the location of newly constructed or substantially rehabilitated unit-based housing assistance. RHA shall certify to HUD that HUD site and neighborhood selection requirements have been met; provided, however, that in lieu of the Site and Neighborhood Standards currently set forth in 24 CFR Section 941.202(b)-(d) and in 24 CFR Section 983.6, RHA will comply with the following requirements:

a. Units may be located in RHA's jurisdiction, including within, but not limited to, the following types of urban areas: (i) an area of revitalization that has been designated as such by the City of Renton, (ii) an area where public housing units were previously constructed and were demolished, (iii) a racially or economically impacted area where the assisted units are part of an RHA strategy to preserve existing affordable housing, (iv) an area where the Authority is undertaking a HOPE VI or other HUD or in part publicly funded, master-planned development, (v) an area where a needs analysis indicates that subsidized housing represents a low percentage

of the total number of housing units, or, (vi) an area with a low concentration of public housing units where existing public housing units are being relocated, (vii) or a location determined to be well suited for special needs housing, in particular for persons living with a disability or victims of domestic violence.

b. Conduct a housing needs analysis indicating that there is a real need for the housing in the area; and

c. When project-based assistance will be used to develop or substantially rehabilitate six or more public housing units, RHA will: (i) consult with public housing residents through appropriate resident organizations and representative community groups in the vicinity of the subject property during the planning; (ii) advise current residents of the subject properties (“Residents”) and public housing residents, by letter to resident organizations and by public meeting, of RHA’s revitalization plan; and (iii) certify to HUD in the RHA Agency Plan the comments from Residents, public housing residents and representative community groups have been considered in the revitalization plan. Documentation evidencing that RHA has met the stated requirements will be maintained at the housing authority and submitted to HUD in its Agency Plan.

### **Advertising Policy**

Except for the commitment of project-based vouchers established pursuant to an otherwise competitive public funding selection process prior to October 2005, when a competitive process is used to select units that will be awarded project-based assistance, RHA, or the Agency RHA has partnered with, will advertise the availability of any project-based assistance allocations to owners and developers.

At a minimum, the availability of project-based assistance will be advertised for at least 3 days in a local newspaper of general circulation. The advertisement will specify the number of vouchers available to be project-based, the number of units in a building that may be project-based, the type of units that will be considered for project-basing (existing, new construction, and/or moderate rehabilitation) and the last day that applications may be accepted. The advertisement will also contain a statement that participation requires compliance with fair housing and Equal Opportunity requirements and that the Federal Labor Standards provisions may be applicable for new and rehabilitation construction.

RHA may utilize project-based Section 8 assistance at properties owned directly or indirectly by RHA, or any affiliate of RHA, subject to the provisions in 24 CFR 983.51(e) for *PHA-owned units*. RHA owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the RHA-owned units were appropriately selected based on the selection procedures. The procedure entails an RFP and thoughtful selection process to ensure the vouchers are awarded for project-based placement on units that deliver subsidy to the priority number and bedroom size of units with supportive services as outlined in the solicitation and in accordance with the RHA 5-Year Agency Plan. The detail of supportive services in the RFP will be emphasized where an exception to the 25% cap on PBV units per buildings is considered in accordance with the following provisions.

### **Exception to 25 Percent Cap on Number of PVB Units per Building**

RHA will abide by the HUD regulations at 24 CFR § 983.56(b) regarding exception to 25 percent per building cap on number of PBV units in each building.

The terms “excepted units” means units in a multifamily building that are specifically made available for qualifying families. “Qualifying families” means:

- (A) Elderly or disabled families; or
- (B) Families receiving supportive services.

RHA provides Family Self-Sufficiency Services to eligible Section 8 Project Based residents through service enriched partnerships. The purpose of the FSS program is to provide a mechanism to aid residents in two areas as follows:

In the case of elderly or disabled residents, the program intends to help improve living conditions and enable residents to age-in-place.

In the case of non-elderly or disabled residents this program should enable participating families to increase earned income, reduce or eliminate the need for welfare assistance and make progress toward achieving economic independence and housing self-sufficiency.

Codified herein by RHA's administrative plan the type of services offered to public housing families for a project to qualify for the 25 percent cap exception shall include the following services:

- I) For Elderly and/or Disabled residents:
  - a) Establish partnerships with local community health clinics.
  - b) Continual case management
  - c) Providing assistance with activities of daily living
  - d) Outreach with elderly persons with disabilities
  - e) Nutritional Education
  - f) Providing meals in a community setting
- II) For Non Elderly Families
  - a) Provide ESL education
  - b) Provide access to GED programs
  - c) Provide access to job training programs
  - d) Continual case management
  - e) Establish partnership with Washington Workforce Investment Board
  - f) Establish partnerships with early childhood education programs
  - g) Provide youth mentoring and college preparation programs

For the project to qualify for the 25 percent cap exception, a family must have at least one member receiving at least one qualifying supportive service. RHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered. If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in the RHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

If a family in an excepted unit fails without good cause to complete its FSS contract of participation or if the family fails to complete the supportive services requirement as outlined in the RHA administrative plan, RHA will take the actions provided under §983.261(d), and may terminate the lease in accordance with §983.257(c). Also, at the time of initial lease execution between the family and the owner/RHA, the family and the RHA must sign a statement of family responsibility. The statement of family responsibility must contain all family obligations including the family's participation in a service program under this section. Failure by the family without good cause to fulfill its service obligation will require the RHA to terminate assistance. If the unit at the time of such termination is an excepted unit, the exception continues to apply to the unit as long as the unit is made available to another qualifying family.

RHA will monitor the excepted families on a monthly basis by phone and or home visit to facilitate continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement.

In leasing units in a multifamily building pursuant to the PBV HAP, the owner/RHA must set aside the number of excepted units made available for occupancy by qualifying families. RHA may refer only qualifying families for occupancy of the excepted multifamily building units.

#### **Term of Project-Based Assistance Contract**

Project-based HAP contracts will normally be executed for ten-year or fifteen-year terms in accordance with certain funding criteria. RHA will consider shorter or longer terms on a case-by-case basis if a developer or owner requests such. The specific term or terms that will be offered for any project-based allocation will be advertised when the allocation is open to bid. Future HAP funding renewals and payments are subject to HUD appropriations and funding ability. HAP contracts may be extended upon their expiration for such period that the Authority and the owner agree to and which RHA determines will expand housing opportunities and extend long term housing affordability.

#### **Unit Selection Policy**

In order to both maximize the impact of its project-based vouchers and to minimize the number of application processes developers face, RHA will primarily, if not exclusively, distribute project-based assistance via competitive processes for other affordable housing funds. In particular, RHA will seek to link the award of project-based assistance to releases of affordable housing funds from the City of Renton, RHA's own Development activities including HOPE VI and other public housing or publicly funded modernization activities.

In an attempt to expedite the subsidy layering review process, RHA will conduct a subsidy layering review for each proposed project and will then certify to HUD that it has conducted said review and that the project meets HUD's standards. RHA will forward supporting documents to HUD along with the certification. In any case involving properties owned directly or indirectly by RHA an independent third party will be engaged to conduct the subsidy layering review.

#### **Tenant Selection**

Project-based voucher holders must come from outreach efforts conducted by the property owner/manager in accord with RHA policies. Site-based wait lists will be used for each project-based development. These lists can be the same ones used for other, non-Section 8 units at the site. Families will not be referred from RHA's Section 8 wait list. The owner/manager must

comply with RHA's outreach policies when advertising the availability of project-based vouchers. Any families selected from the wait list must meet all of RHA's screening criteria (e.g., income, criminal background, etc.) prior to receiving a project-based voucher. If the project-based assistance is targeted to a special program population (e.g., victims of Domestic Violence, Family Unification participants, homeless individuals and families, etc.), then applicants for those units will be selected from RHA's regular wait list, special wait list managed by an RHA designated service provider, or by referral in accord with the regulations and policies for that special program. Available project-based units will be advertised in RHA's rental listing.

### **Lease Term**

The initial lease term for project-based units is one year.

### **Vacancy Loss**

RHA will make vacancy loss payments to owners for up to 60-days after a unit becomes vacant. Vacancy loss payments will be made in an amount equal to RHA's HAP for the family that last occupied that unit. The owner is not eligible to receive any vacancy loss payments beyond 60 days or the date, on which the unit is re-occupied, whichever comes first. The owner will only receive the vacancy loss payment if the vacancy is not the owner's fault (e.g., tenant-caused HQS violations) and the owner has taken every action to minimize the likelihood and length of any vacancy.

### **Reduction in the Contract number of Project-Based Units**

Project-based units that are not rented by an eligible family within 120 days of becoming vacant will be terminated from the project-based assistance contract. Appeals will be allowed, but will be granted only in extraordinary circumstances. A unit that has consistently failed HQS inspections may also be terminated from the project-based assistance contract.

### **Tenant Mobility and Portability**

Section 8 recipients who have resided in a project-based unit for at least 12 months may move to alternative non-transitional subsidized housing unit within the county or adjoining HA jurisdiction, subject to the same rules as any other tenant-based Section 8 participant family.

### **HQS Inspections**

RHA will use its existing HQS protocol, or whatever replaces it in the future, to inspect and approve project-based units.

## **19.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Renton Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Renton Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$2,500.00 for authorized expenditures.

Any item(s) exceeding \$2,500.00 will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **20.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Renton Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

## **21.0 RENTON HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Renton Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, the Renton Housing Authority will do the following:

A. The Renton Housing Authority will make available through the briefing process both orally and in writing the availability of Renton Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. The Renton Housing Authority will obtain the services of an independent entity to perform the following Renton Housing Authority functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Renton Housing Authority.
2. To assist the family in negotiating the rent.
3. To inspect the unit for compliance with HQS.

C. The Renton Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.

D. The Renton Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.

E. The Renton Housing Authority, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

## 22.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Renton Housing Authority Occupancy Reviewer-Inspector will review files and records on an ongoing basis to determine if the work documented in the files or records conforms to program requirements. This review shall include an HQS inspection of a minimum of 5% of the units assisted and inspected each year. These review activities will be accomplished by the Occupancy Reviewer-Inspector, or a supervisor, or another qualified person, other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

## 23.0 FAMILY COMPOSITION ADDITION

In general any person requested to be added who is not born into the household, adopted into the household, married into the household or in other ways able to demonstrate a stable relationship, the Renton Housing Authority may not add the requested person, especially if it results in an increase to the required number of bedrooms or level of subsidy.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the voucher. A Family Composition Addition Request must be submitted to the Occupancy Manager to be used for any tenant requesting to add a member to their family who was not born into the household. Once completed by the family, the form is to be given to their Occupancy Manager. They will make their comments and recommendation to the Operations Administrator or designee and he/she will determine whether RHA shall further consider the household addition.

The Renton Housing Authority will determine the eligibility and suitability of the individual before adding them to the Section 8 voucher. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing. If they are found to be eligible and do pass the screening criteria, their name will be added to the Section 8 voucher. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member.

If working with a Section 8 tenant who plans to remain in the same unit, the family must also provide a written statement from the landlord consenting to the additional person's residency.

**Caregiver-** a person who helps in identifying, preventing, treating illness or disability, and responsible for attending to the needs of an individual, they may come and go during the day or night, and are considered a guest or employee. A bedroom is not needed for the caregiver as he or she does not provide 24-hour aid.



**Live-in aide-is** a person who resides with one or more elderly persons or near-elderly persons or persons with disabilities, who is: (1) determined to be essential care and well-being of the person (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services.

Is qualified to serve as a live-in aide and is of an age and level of health capable of providing activities of daily living and personal care to another individual. The live-in-aide will be screened to determine eligibility. Including acceptable background check.

Renton Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Renton Housing Authorities subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person has been approved by Renton Housing.

Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides.

Renton Housing may not approve a live-in aide if that person does not keep the subsidized unit as their primary residence

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above

**(Requires a Physician or Health Care Professional Verification of Disability/need for Accommodation or Modification).**

The individual must provide their picture id, verification of Social Security number and must complete Declaration of Citizenship form stating their citizenship/eligible immigrant status or non-contending status.

RHA will utilize Alliance 2020 for screening purposes.

Completed Alliance 2020 applications will be given to Admissions and Administrative Supervisor or designee to process.

The Renton Housing Authority will determine the eligibility and suitability of the individual before approving the applicant. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing. If they are found to be eligible and do pass the screening criteria, their name will be added to the household, but not as a family member. The person will be added as the live-in aide and does not have residual rights to the HCV even if they are a remaining household/family member. As a live-in aide their income will not be used to calculate the rent of the Section 8 tenant's household. ..

If a family member is determined to be eligible and approved as a live-in aide, they cannot change their designation from live-in aide to a family member of the household for purposes of retaining the voucher.

If working with a Section 8 tenant who plans to remain in the same unit, the family must also provide a written statement from the landlord consenting to the additional person's residency.

Processed Alliance 2020 applications will be brought to the attention of the Operations Administrator, via the Section 8 Program Coordinator, according to program. With the Operations Administrator's final approval the family will be instructed to complete an interim recertification packet. The packet completed by the family will be given to the Section 8 Certification Specialist, according to program.

Conversely, if denied, the requested individual may not live in the unit and a letter stating this fact and reasons why will be sent. There is no right to grieve the final decision unless elements of a reasonable accommodation are present in the request.

Once an additional person is to be added to a Voucher through the above process, the Certification Specialist will see that the landlord completes a S8 Family Addition Lease Amendment form (WPB).

## **24.0 Overcrowded, under-occupied, and accessible units.**

Project-based voucher assistance in an appropriate-size unit

(a) *Family occupancy of wrong-size or accessible unit.* The PHA subsidy standards determine the appropriate unit size for the family size and composition. If the PHA determines that a family is occupying a:

(1) Wrong-size unit, or

(2) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit pursuant to paragraph (b) of this section.

(b) *PHA offer of continued assistance.* (1) If a family is occupying a:

(i) Wrong-size unit, or

(ii) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

(c) *PHA termination of housing assistance payments.*

(1) If the PHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the PHA must terminate the housing assistance payments for a wrong-

sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the PHA).

(2) If the PHA offers the family the opportunity for another form of continued housing assistance in accordance with paragraph (b)(2) of this section (not in the tenant-based voucher program), and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by the PHA.

The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.

(b) If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

(c) Before providing notice to terminate the lease under paragraph (a) of this section, a family must contact the PHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant based rental assistance is not immediately available upon termination of the family's lease of a PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

(d) If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

## **GLOSSARY**

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**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.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**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).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

**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, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances 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. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

**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.

**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.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** see net family assets.

**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.

**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.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing

authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**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.

**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 child care. 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.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**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 participants to determine eligibility or level of benefits.

**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.

**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.

**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.

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for

which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

**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.

**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.

**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.

**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.

**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.

**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.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work

placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**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.

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

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**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.).

**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.

**Family** includes but is not limited to:

- a. 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.

**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 form.

**Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in the Section 8 HCV and Project based programs to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim recertification.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is attending school or vocational training on a full-time basis.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**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).

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**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.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 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.



**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.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**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.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A recertification of a household's income, expenses, and household status conducted between the annual recertification 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.

**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.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**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.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**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.

**Manufacture 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.

**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.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**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, to:

- 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.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**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.

**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.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal 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.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**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.

**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.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**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).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

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.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**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 Section 8 assistance whose HAP contracts are about to expire.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income recertification. In the Section 8 programs the processing entity is the responsibility entity.

**Proration 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.

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**Public Housing Agency:** 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.

**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.

**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.

**Re-certification:** A recertification of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**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.

**Responsible Entity:**

- A. For the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**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.

**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.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**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).

**Specified welfare benefits reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. Because a family member has not complied with other welfare agency requirements.

**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.

**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.

**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.

**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.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**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):**

- (1) Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act which is the higher of:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. 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.
- (2) 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.

**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.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD 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.

**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:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
  - (2) Documentation such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**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.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedure for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**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.

**Welfare -to-Work (MTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.



## ACRONYMS

ACC	Annual Contributions Contract
ACOP	Admissions and Continued Occupancy Plan
ADA	Americans with Disabilities Act of 1973
AWHA	Association of Washington Housing Authorities
CDBG	Community Development Block Grant
CFP	Capital Funding Program
CFR	Code of Federal Regulations
CLPHA	Council of Large Public Housing Authorities
DOJ	(U.S.) Department of Justice
FMC	Financial Management Center
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
GAO	General Accounting Office
HAP	Housing Assistance Payment
HASCO	Snohomish Housing Authority
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	(U.S.) federal department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
KCHA	King County Housing Authority
MASS	Management Assessment System
MHC	Millennial Housing Commission
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NAHRO	National Association of Housing and Redevelopment Officials
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
OMB	Office of Management and Budget
PFS	Performance Funding System
PHA	Public Housing Agency
PHADA	Public Housing Authorities Directors Association
PHDEP	Public Housing Drug Elimination Program
PIH	Public and Indian Housing notices
QHWRA	Quality Housing and Work Responsibility Act of 1998
RPD	Renton Police Department
SEMAP	Section 8 Management Assessment Program
SHA	Seattle Housing Authority

SSA	Social Security Administration
SSI	Supplemental Security Income
TTP	Total Tenant Payment
UA	Utility Allowance
UPCS	Unit Physical Condition Standards