



ALBUQUERQUE HOUSING AUTHORITY

Empowering people in our community through affordable housing and self-sufficiency opportunities.

RENTAL ASSISTANCE HOUSING PROGRAMS

ADMINISTRATIVE PLAN

REVISED

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ALBUQUERQUE HOUSING AUTHORITY

MISSION STATEMENT

Empowering people in our community through affordable housing and self-sufficiency opportunities.

VISION

The vision for the Albuquerque Housing Authority is to be one of the highest performing housing authorities in the country. This achievement will be evident through the creation of excellent housing products, delivery of top-quality client services, and a reputation as a great place to work.

CORE VALUES

Core values provide the foundation for the AHA staff members to perform work and conduct themselves in a professional way. AHA's core values include:

Service – We empower clients and coworkers through education and opportunities for growth and success.

Compassion – We serve our clients and coworkers with honest understanding, empathy, and respect.

Accountability – We achieve organizational excellence by operating as a team, investing in staff training, and embracing the belief that every individual has the capacity to solve problems and achieve personal goals.

Integrity – We are consistent in dealing professionally, honestly, and fairly with the public and each other.

Stewardship – We are committed to growing and sustaining AHA's financial resources and implementing environmentally friendly practices in all operations and facilities.

PART I

STATEMENT OF OVERALL POLICIES AND OBJECTIVES

A. PURPOSE OF PLAN

The purpose of this Administrative Plan is to establish policies for carrying out the housing program(s) in a manner consistent with the U.S. Department of Housing and Urban Development (HUD) requirements and with local objectives. The Plan covers all Rental Housing Assistance Programs for privately owned rental properties, including the Section 8 Housing Choice Voucher (HCV) Program, Veterans Affairs Supportive Housing (VASH) Program, Mainstream Voucher Program, Tenant Protection, Moderate Rehabilitation (Mod Rehab) and Single Room Occupancy (SRO) programs. This Plan is consistent with the federal Quality Housing and Work Responsibility Act of 1998 (QHWRA), the City of Albuquerque Consolidated Plan and the HUD approved PHA Five Year Plan and Annual Plan.

AHA reserves the right to amend and revise this Administrative Plan from time-to-time in its effort to ensure compliance with changing program regulations and PHA policies and to preserve the integrity of the Plan. Any policy changes shall be made in writing and shall be in the form of formally adopted amendments and/or full revisions. In either case, AHA will allow for a 30-day comment period prior to the adoption of any policy amendments and/or revisions to the Plan.

B. ADMINISTRATIVE FLEXIBILITY DUE TO REDUCED FUNDING

HUD requires public housing agencies to manage their Section 8 Housing Choice Voucher Program (HCV) within the fixed amounts budgeted for the program calendar year. As a result, AHA may have to implement various cost-savings measures in order to stay within the fixed program fund amounts allocated to the program. Some of these cost-savings measures may include, but are not limited to, those measures identified in HUD Notice PIH 2005-9 & 2013-03 (HA). AHA shall refer to this "Notice" if it is determined that cost-savings measures need to be implemented.

In the event, due to insufficient funding, AHA is required to "terminate assistance" of participating families; those families who are "**LAST IN**" according to the date the initial HCV was issued will have their housing assistance terminated first. A thirty-day written notice will be mailed to the HCV program participant and the landlord, notifying them of the termination of the families housing assistance and the HAP contract.

Families whose housing assistance has been terminated as part of cost-savings measures **will be placed at the TOP of the Waiting List and will have the first opportunity to receive the next available HCV**. All families terminated due to insufficient funding will be offered the first opportunity to accept the next turnover HCV until all affected families have been re-assisted.

C. MARKETING AND OUTREACH TO FAMILIES AND OWNERS

Family Outreach

Outreach efforts will include the use of the local media (i.e., radio/newspaper) to include minority owned radio stations and publications, as well as various state and local social service agencies. Advertising for applicants has and will continue to be carried out on an as needed basis. AHA will communicate the status of housing assistance availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they may make proper referrals for housing assistance.

In addition, a close relationship shall be established and maintained with several agencies serving special populations, such as the elderly and disabled. These agencies may refer applicants to the AHA Rental Assistance Office, particularly from the Senior Citizen Activity Centers, Social Security Administration, State Human Services Department, ARCA (the group formerly known as: Association of Retarded Citizens of Albuquerque), Transitional Living Services (TLS), Inc.) and various other public and private social service offices.

Owner Outreach

AHA outreach efforts will serve to encourage participation by owners of rental units located outside areas of poverty or minority concentration. Any efforts to recruit landlords will be made through the Apartment Association of New Mexico (AANM), the local media, and rental property management firms and through other local realty businesses to increase consumer awareness.

The staff of AHA will make personal contact in the form of formal/informal one-to-one discussions or group meetings with private property owners, property managers, and real estate agencies where rents are possible within Rent Reasonableness limitations. Program requirements (such as the use of www.GoSection8.com for listing properties) will be explained and printed material will be offered to acquaint the property owner property owner/managers with the opportunities available under the program.

PART II

ELIGIBILITY DETERMINATION

A. ELIGIBILITY FOR ADMISSION

Refer to the most current edition of the AHA Admissions and Continued Occupancy Policy (ACOP)

PART III

SECTION 8 RENTAL ASSISTANCE PROGRAM ISSUANCE OF HOUSING CHOICE VOUCHERS

This Part describes the policies and procedures in the issuance of the Section 8 Rental Assistance Program to eligible program applicant families. Our primary objective is to ensure that all families on the waiting list are given equal access and opportunity to participate in the Housing Choice Voucher Program (HCVP). AHA will demonstrate this by working towards achieving and maintaining at least the HUD mandated lease-up rate and all available vouchers will be issued upon becoming available, either through newly funded vouchers or turnover of existing vouchers.

AHA will perform monthly voucher fund utilization assessments, in accordance with HUD guidelines, to determine the month-to-date expenditure of its budget authority and to determine if AHA is meeting its calendar year program budget authority utilization requirements. If AHA is over leased, we will adjust future issuance of Vouchers accordingly, in order not to exceed our Annual Contributions Contract (ACC) budget authority over the balance of the program year. The opposite will occur if sufficient budget authority is available. We will over-issue Vouchers until it is projected AHA will meet its budget authority utilization requirements for the program year. Included in this Chapter is the process for issuance of Veterans Affairs Supportive Housing (VASH) vouchers.

A. PROCESS FOR ISSUING HOUSING CHOICE VOUCHERS TO APPLICANTS

Families will be issued a Housing Choice Voucher according to the date and time the application was accepted by AHA. And Vouchers can only be issued when funds are available in the Housing Choice Voucher project account for this purpose.

Housing Choice Voucher Offers and/or Refusals

An applicant will be permitted up to ONE OFFER and/or refusal to accept a Housing Choice Voucher. Following the failure to accept the offer, the applicant's "status date" will be changed to a new date based on the date and time of the offer and/or refusal. Changing the status date will lower the applicant's position on the Waiting List.

Applicant Briefing

Once an applicant is selected for participation, the applicant is scheduled for a briefing appointment in the AHA office for the purpose of determining continued eligibility and issuing a Housing Choice Voucher. Notification letters shall be sent to applicants at least ten (10) calendar days in advance of their Voucher offer briefing date.

Voucher recipients will be briefed one-on-one by a Housing Services Technician or in a group session whenever such sessions are scheduled. The briefings are normally conducted in U.S. English in accordance with HUD prescribed guidelines. If an applicant speaks a language other than U.S. English, the applicant can bring an interpreter with them to the briefing session, or AHA will provide an interpreter at AHA expense, if requested by the applicant.

The following information is communicated to the applicant at the briefing session:

- Family's responsibilities and obligations under the Housing Choice Voucher program;
- Family and owner responsibilities and obligations under the lease and HAP contract;
- How to find a suitable unit that meets Housing Quality Standards (HQS);
- Location and boundaries where the program can execute Housing Assistance Payments (HAP) contracts;
- Inspection requirements and procedures;
- Information on State and local law and tenant rights;
- Information on Federal, State and local Fair Housing Laws;
- Information on procedures on Informal Review and Informal Hearing Procedures;
- A discussion of Fair Market Rents (FMR) and Payment Standards; determination of Total Tenant Payments (TTP) and the 40% Rule; and the importance of the requirements of Rent Reasonableness determinations;

- The family is advised they may obtain copies of the HQS Standards, the HAP Contract and other pertinent forms or documents on request;
- A listing of potential landlords and available units for participants is provided;
- Explanation of the importance of the Voucher 60 day expiration time limitation for locating a suitable unit;
- Warning regarding making fraudulent statements to AHA to receive federal assistance and that side payments to the landlords are not permitted and that it is a form of fraud to do so;
- Inform families of Housing Choice Voucher portability procedures, including domicile requirements;
- How to volunteer to participate in the FSS participation (Family Self Sufficiency (FSS) Program)
- Grievance Procedures; and
- Methods that AHA uses to communicate to Section 8 Voucher Holders, such as letters sent by U.S. Mail, etc.

Failure to Attend the Briefing Session

In the event the applicant fails to attend the briefing session and does not contact AHA to cancel the appointment and/or reschedule the appointment, a written notification will be sent to the applicant instructing the applicant to contact AHA in writing within ten (10) calendar days from the date of the notification letter. The letter will inform the applicant that if AHA fails to receive their written response to the failure to appear notice by the deadline, this will result in removal from the Section 8 waiting list.

B. HOUSING CHOICE VOUCHER HOLDER'S BRIEFING PACKET

[24 CFR §982.301(b)]

The Housing Choice Voucher holder's packet will include the following:

- Voucher for the Housing Choice Voucher Program (Voucher), Form HUD-52646;
- Request for Tenancy Approval (RFTA), Form HUD 52517A;
- Payment Standard Schedule for the unit size for which the applicant qualifies;
- A statement of minimum HUD HQS requirements, including general local city Housing code standards;
- Form HUD 375-F, which relates to lead-based paint poisoning hazards, symptoms and precautions;
- List of Landlord Referral properties available for rent including properties accessible to persons with disabilities;
- Equal Housing Opportunity Complaint Form, HUD-903, and "Fair Housing USA", Form HUD 63-90;
- Explanation of procedure for landlord or program complaints;
- A copy of a sample lease agreement and the required Lease provisions and prohibited lease provisions;
- Information on the Total Tenant Payment (TTP) and Total Contract Rent;
- Explanation of applicant's/tenant's right to hearings;
- Information on how the estimated voucher subsidy is determined for Housing Vouchers;
- The tenant's responsibilities regarding increased rent when they choose to rent a unit where the rent is more than the combined total of the voucher payment allowed and their basic or minimum payment; and
- Grievance Procedures.

C. ASSISTANCE PROVIDED TO HOUSING CHOICE VOUCHER HOLDERS

Voucher holders will be notified at their briefing session that AHA periodically updates the Available Unit Listing and how the unit listing may be obtained. AHA will also assist families with rent negotiations with owners.

NOTE: Disabled families will be provided special consideration and additional assistance in accordance with HUD Notice PIH 2005-5 (HA) and Executive Order (E.O.) 13217, New Freedom Initiative.

D. PUBLIC HOUSING TENANT TRANSFERS TO HOUSING CHOICE VOUCHER PROGRAM

Public housing assisted tenants who intend to initiate termination of the public housing dwelling lease to accept a housing voucher under AHA's Section 8 Housing Choice Voucher Program (HCV) must comply with the following requirements:

- ❑ Transferring tenant will be briefed on Public Housing tenant transfer requirements during HCV issuance; and
- ❑ Transferring tenant **MUST** provide a written "Notice to Terminate Lease" 30 days in advance with a scheduled date for a move-out inspection to their assigned Housing Services Specialist (HSS) in the Public Housing Program & a copy to the Intake Housing Services Technician (HST) for the Section 8 Housing Choice Voucher program; and
- ❑ Transfers from the Public Housing unit to the HCV unit **MUST** be completed within 72 hours (3 days to move). If not, the vacating Public Housing tenant **WILL** be charged market rent, by the day, for the period of time the Public Housing unit and/or the unit door lock keys remained in the possession of the vacating tenant, after 72 hours of moving into the Housing Choice Voucher unit. If HCV unit move-in is scheduled to occur more than 72 hours prior to the scheduled public housing move-out, transferring tenants are required to contact the Public Housing staff to re-schedule their move-out of Public Housing unit, to occur sooner, so the tenant will be out of the Public Housing unit within 72 hours of moving into the HCV unit.; and
- ❑ Transferring tenant **MUST return the entire Public Housing dwelling unit, including the exterior premises** (i.e., yard) in the same (or better) condition as it was at the initial MOVE-IN (except for normal wear and tear). This includes removing **ALL trash and debris** from interior and exterior of the dwelling unit.

The Public Housing staff will check AHA records to determine if **ANY MONIES ARE DUE** to the AHA Public Housing program (i.e., unpaid Rent, Security Deposit, Pet Deposit, outstanding maintenance work order charges, unpaid utilities, or any balances due under any Repayment Agreement) prior to issuing a housing voucher to the Public Housing tenant. Any monies due **MUST first be paid-in-full, prior to being issued the Housing Choice Voucher.**

NOTE: Any Public Housing tenants who have transferred to the HCV Program and who owe monies to the Public Housing program, will be notified in writing and be required to pay ALL amounts owed. Failure to do so will be cause to terminate the Housing Choice Voucher.

E. TERM OF HOUSING CHOICE VOUCHER

[24 CFR § 982.303, 982.54(d) (11)]

During the briefing session, each household will be issued a Housing Choice Voucher which represents an agreement between AHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and Housing Assistance Payments (HAP) contract become effective. The maximum term of the HCV is 60-days from date of initial issuance.

Expirations

The Housing Choice Voucher is valid for a period of 60 calendar days from the date of issuance. The family must submit a signed Request for Tenancy Approval (RFTA) form) and Lease Agreement within the 60-day period unless an extension has been granted by AHA.

If the Housing Choice Voucher has expired and has not been extended by AHA or expires after an extension, the family will not be entitled to a review or hearing.

Extensions

Extensions are permissible at the discretion of AHA up to a **maximum of 60 days**, primarily for the following reasons:

- Extenuating circumstances such as documented hospitalization of a household member or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 60-day period.

- AHA is satisfied that the family has made a reasonable effort to locate an available rental unit, including seeking the assistance of AHA, throughout the initial sixty-day period. A completed search record may be required at the discretion of the Section 8 Supervisor / Manager.

All requests for extensions of time shall be in writing and must be received by AHA **prior to the expiration date** of the housing voucher. Extension will be for periods of one (1) week to an additional 60 days. Any requests for extension of time **MUST** be received and date stamped prior to the (or less) prior to expiration date of the housing voucher. Under no circumstances will AHA grant an extension after the expiration of the Housing Choice Voucher, unless the expiration was due to an error in procedure by AHA staff. The Associate Director or the Section 8 Supervisor / Manager shall have the discretion, after an investigation of the circumstances surrounding any claims in errors in procedure, to grant an extension of time to the affected Housing Choice Voucher holder.

If the family was prevented from finding a unit due to disability accessibility requirements, AHA may grant extension(s) of time to provide a reasonable opportunity to locate an appropriate accessible unit. Extensions due to reasonable accommodation will be reviewed and considered based on the Reasonable Accommodation Policy. AHA will also review extension of time requests, in order to allow more time to locate an available rental unit, for a larger sized dwelling, for a larger bedroom size Voucher, where many bedrooms are needed (i.e., four (4) bedrooms or more in one household).

NOTE: Expiration of a Housing Choice Voucher does not preclude the family from submitting a new application for housing assistance, and going through the waiting list process again, provided that AHA is currently accepting applications.

F. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION - (ACHIEVING DECONCENTRATION OF POVERTY)

At the briefing, families will be encouraged to search for housing in non-impacted low-income and minority areas. AHA will provide assistance to any family who requests such assistance. The assistance provided to families includes, but is not limited, to the following:

- Direct contact with Landlords;
- Advising families where non-impacted areas are located;
- Counseling with the family; and
- Encourage participation by owners of units located outside areas of poverty or minority concentration.

G. SECURITY DEPOSIT REQUIREMENTS

[24 CFR § 982.313]

Security Deposits charged by owners may not exceed those charged to unassisted tenants, or the maximum prescribed by State or local law.

For lease-in-place families, responsibility for pre-paid dwelling rent (i.e. first month and last month of rent) is not considered a security deposit issue. In these cases, the owner should settle the issue of pre-paid rent with the tenant family prior to the beginning of the period of section 8 rental assistance. It is recommended that the owner include such language and requirement in the lease agreement.

H. HOUSING CHOICE VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR § 982.315]

Refer to the current edition of the AHA Admissions and Continued Occupancy Policy (ACOP).

I. SUBSIDY STANDARDS - DETERMINING HOUSING CHOICE VOUCHER SIZE

The following has been established to determine appropriate bedroom unit size to correspond with family composition in issuing Housing Choice Vouchers. To the greatest extent possible, AHA will allow families to select the bedroom size to best meet their particular family composition needs.

One bedroom is assigned for the head of household/spouse or head/co-head, and one bedroom for every two additional household members, including permanent foster children, regardless of sex, age or relationship until the age of five (5).

- **Household members 5 years old or older, and of different gender, will be entitled to a separate bedroom.**
- **A live-in aide is entitled to a separate bedroom (see page 48).**
- **A single pregnant woman is eligible for a two-bedroom voucher.**

Exceptions to these standards may be made in accordance with state and federal law to accommodate a legally recognized and documented disability, upon request.

AHA may relax its Occupancy standards when there are more families in need of a particular bedroom size and the local market may be limited in the availability of larger or smaller bedroom size units. However, AHA will not allow overcrowding conditions or violate HQS standards.

J. MONITORING OF SELECTION

AHA will monitor its selection process, to make certain all clients certified to participate in the program meet all program eligibility criteria. Additionally, AHA will review and insure that all applicants on the waiting list have been properly verified for local admission preferences.

Families meeting requirements for local preferences shall be given priority for assistance over those families with no preferences.

K. ADDITIONAL CONSIDERATIONS FOR SELECTION

If two or more eligible applicants requiring the same unit size have identical preferences, then the date and time sequence of application submission shall govern selection, with the applicant who filed the earliest being issued a Voucher first.

L. CHANGES IN HOUSING CHOICE VOUCHER SIZE

[24 CFR § 982.403 (A) & (B)]

Changes for Applicants

The Voucher size is determined prior to briefing by comparing the family composition to AHA subsidy standards. If an applicant requires a change in the Voucher size, the following guidelines will apply:

Exceptions to Subsidy Standards for Applicants Requiring Reasonable Accommodation of a Disability

Higher Payment Standard Amount as a Reasonable Accommodation

AHA also reserves the right under this Plan to establish a higher payment standard amount within the basic range (90% to 110% of FMR) as a reasonable accommodation for a disabled family. AHA also reserves the right to petition HUD to approve a higher or lower payment standard outside the 90% and 110% basic range.

Per HUD Notice 2013-03 AHA has adopted the HUD provision to establish a payment standard of not more than 120 percent of the fair market rent (FMR) without HUD approval as a reasonable accommodation. A "Request for Reasonable Accommodation Form" should be filled out and submitted to the Associate Director and Section 8 Housing Assistance Coordinator for approval.

An elderly or disabled family may request a larger sized Voucher than indicated by the AHA subsidy standards. A request for reasonable accommodation of disability form must be completed by a medical professional for a determination to be made.

Circumstances may dictate a larger size than the Subsidy Standards permit, when persons require an extra bedroom for reasons, such as:

1. Room for storage of medical equipment, or
2. Room for a live-in attendant (see page 48).

M. HOUSEHOLD COMPOSITION FOR HOUSEHOLD

[24 CFR § 982.551 (h)(2)]

The composition of the assisted family residing in the unit **MUST** be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family **MUST** request PHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live in aide. The family must inform AHA in writing of the addition of the household member within 10 days to the change occurring. AHA will then require the family to submit written verification of the change (i.e. need a copy of the proof of birth, adoption decree, marriage license, or court order granting custody of child/person).

Written requests by the family for permission from AHA to add additional family members to the assisted household, will only be approved if it does not create an overcrowded condition in the unit. If granting approval of adding the additional person to the current household membership will trigger an increase in bedroom unit size, then the request will be denied .Each adult added after initial tenancy, other than by marriage, must provide a verifiable work history for the last 12 months or written, verifiable records of other steady income for the last 12 months (i.e. a social security pension for disability or retirement). Exceptions must be approved by the Housing Assistance Coordinator.

1. If a unit does not meet HQS space standards due to an increase in family size, (unit too small), due to birth of a child, adoption of a child, marriage or court awarded custody, then AHA will issue a new Voucher at annual reexamination.

N. UNIT SIZE SELECTED

The family may select a different size dwelling other than that listed on the Housing Choice Voucher. **AHA will use the applicable Payment Standard for the Voucher size or the actual unit size selected by the family, whichever is less.**

Utility allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's housing voucher.

Occupancy Standards: AHA will relax its subsidy standards to allow families wishing to remain in place and to prevent displacement. However, AHA will strictly adhere to its adopted Occupancy Standards in all instances. The following occupancy standards will prevail.

At a minimum, federal occupancy standards allow at least two persons per living/sleeping room and permit maximum occupancy levels (**assuming a living room is used as a living/sleeping area**) as reflected in the table below.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
0	1	1
1	2	4
2	2	6
3	3	8
4	4	10
5	5	12
6	6	14

O. Veterans Affairs Supportive Housing (VASH) Vouchers

1. Waiting lists and preferences do not apply;
2. Initial Voucher terms are for 120 days (i.e. 4 months);
3. Income targeting requirements do not apply (must be very low-income (50% of AMI));
4. Initial lease may be for less than 1 (one) year;
5. Families may live in units owned by the U.S. Department of Veterans Affairs (VA);
6. Must be referred by U.S. Department of Veterans Affairs (VA) Case Manager;
7. Program Participant must agree to participate in case management; and
8. All household members must not be subject to a lifetime requirement to register as a sex offender.

PART IV

FAMILY OBLIGATIONS

[24 CFR §982.551]

The Family (including each member) must:

1. Supply any information that AHA or HUD determines is necessary in the administration of the program, including submission of required evidence of U.S. citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify Social Security Numbers (as required under 24 CFR §5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR §5.230.
3. Supply any information requested by AHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify AHA in writing when the family is away from the unit for thirty days or longer.
5. Allow AHA to inspect the unit at reasonable times and after reasonable notice.
6. Notify the owner and AHA before the family moves out of the unit or terminates the lease.
7. Use the assisted unit for residence only by the approved family, and the unit must be the family's only residence.
8. Promptly (within ten days) notify AHA in writing of the birth, adoption, or court-awarded custody of any child.
9. The family must request AHA approval to add any other family member, or person, as an occupant of the unit.
10. The family must promptly (within ten days) notify AHA in writing if any family member or person no longer resides in the unit.
11. Give AHA a copy of any owner eviction notice within ten days.
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
13. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are approved by the owner and incidental to primary use of the unit as a residence by members of the family.

The Family (including each member) must not:

14. Own or have any interest in the unit (other than a cooperative, or the owner of a manufactured home leasing a space to park the home, such as in a Mobile Home Park).
15. Commit any serious or repeated violation of the lease.
16. Commit fraud, bribery or any other corrupt or criminal act in connection with the Housing Choice Voucher Program.
17. Engage in drug-related criminal activity or violent criminal activity. Or any criminal activity, including alcohol abuse, that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
18. Sublease or let the unit or assign the lease or transfer the unit.

19. Damage the unit or premises (other than from normal wear and tear) or permit any guest to damage the unit or premises.
20. Rent from a relative (except as a reasonable accommodation for a disabled family member).
21. 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 other Federal, State or local housing assistance program.

Enforcing Family Obligations

AHA shall enforce "Family Obligation" requirements as required under federal regulations, specifically 24 CFR§982, and the termination of assistance policies provided for in the Rental Assistance Housing Programs Administrative Plan.

Explanations and Terms

The term "promptly" when used with the Family Obligations means "within 10 calendar days." Denial or termination of assistance is always optional except where this Plan or the program regulations state otherwise.

PART V

FACTORS RELATED TO TOTAL TENANT PAYMENT (TTP) DETERMINATION

A. MINIMUM RENT

[24 CFR § 5.630]

1. Participating families will be required to pay the greater of:

a. 30% of the family's monthly adjusted income;
b. 10% of family's gross monthly income; or
c. \$50.00.

2. Maximum Initial Rent Burden:

- a. A family initially renting a unit shall not pay more than 40% of the monthly-adjusted income as rent, when the total rent exceeds the Payment Standard based on unit size.

B. PRORATION OF ASSISTANCE FOR MIXED IMMIGRATION STATUS FAMILIES

Applicability

Mixed immigration status families that are participants in the Section 8 housing program and that do not qualify for continued assistance must be offered prorated assistance (See Annual Re-certifications). Participating "mixed" families shall be entitled to prorated assistance. Households that become mixed by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one United States Citizen or eligible immigrant and any number of ineligible members.

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment (TTP) is the gross (contract) rent minus the prorated assistance.

C. ANNUAL RE-EXAMINATION RENT ADJUSTMENTS

A re-examination of each tenant family will be performed at least annually an assisted. **Each tenant family will be notified by mail of their re-examination appointment date at least ten calendar days. A copy of notification shall be retained in the tenant's file. Upon completion of re-examination, tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following:**

- 1. Any change in rent and the date on which it becomes effective.
- 2. Any change required in the size of dwelling unit occupied.
- 3. Any misrepresentation of information used to determine continue eligibility or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken. to participate in the program

D. INTERIM RENT ADJUSTMENTS

Residents are required to report in writing **any changes in family income or composition** to AHA within 10 calendar days of the occurrence. Failure to report changes may result in a retroactive rent increase, **but not a retroactive credit or rent reduction**. When an interim re-examination (i.e., interim rent change) is performed, AHA will verify and update only the changes being reported, and any other related income sources. In order to qualify for a dwelling rent reduction that will take effect on the first of the following month, AHA **MUST** receive all required 3rd party verification documents by or before the 25th day of the month prior to the effective date of the reduction.

Effective Date of Adjustment

Residents will be notified in writing of any rent adjustments including the effective date of the adjustment.

1. Rent decreases will go into effect the first day of the month following the reported change. Income decreases reported and verified after the 25th day of the month, will be effective the first day of the second month.
2. Rent increases require a minimum thirty (30) calendar days advance notice and become effective the first day of the second month.

AHA will process interim changes in rent in accordance with the following chart.

<u>INCOME CHANGE</u>	<u>AHA ACTION</u>
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days.	* AHA will process an interim reduction in rent if the income decrease will last more than 30-days , and ONLY if AHA receives ALL required supporting verification documents no later than the 25 th of the month, prior to rent reduction.
(b) Increase in unearned income (e.g., COLA – Cost Of Living Adjustment for Social Security pension benefits).	* AHA will defer the SSA COLA increase to the next regular recertification.
(c) Increase in income because a person with income (from any source) joins the household.	* AHA will process the increase in household income for purposes of rent adjustment, and rent change including any new addition(s) will take affect the first day of the month preceding the minimum 30-day notice of rent increase requirement.
(d) Increase in income, any source.	AHA will process rent increases for any increase per household that totals more than \$200 monthly, providing the minimum 30-day notice of rent increase requirement.
(e) Zero Income Families	Families reporting zero income (other than grants/loans) will have their financial circumstances re-examined every 90 days until they have stable income. Households with zero income will be required to complete and submit an Income Questionnaire. In addition, AHA will also require the family to complete a release in order to perform a credit check. The purpose of the credit check is to identify any hidden assets or assistance not being reported to AHA. FICO scores will not be utilized to determine whether a family qualifies for zero income status, and the credit check will only be run at time of initial zero income determination. AHA will incur any and all fees associated with performing the credit check.
(f) Reduction in Welfare (TANF) Benefits	AHA will not decrease rent for the following reasons: <ol style="list-style-type: none"> 1. Being in a “Sanctioned”/Non-compliance status with any economic self-sufficiency program requirements; 2. Non-compliance with work activities requirements; or 3. Due to fraud. <p>All other reductions in Temporary Aid to Need Families (TANF) benefits will result in an interim rent adjustment.</p>

Enterprise Income Verification (EIV) – AHA will review EIV reports 90-days after move-in and all rent adjustments (interim and re-exam). All household members age 18 and over will be required to sign the “EIV Certification” at each annual re-examination.

NOTE: AHA will process an interim increase in rent if it is discovered that a resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is currently paying is less than the resident should have been paying. AHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

E. SPORADIC/SEASONAL INCOME

When income is sporadic, AHA will require the following:

1. Income tax returns from the prior year to determine the amount of earned income to anticipate for the next 12 months; or
2. If by averaging prior income adjustments, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

F. LUMP - SUM RECEIPTS

Lump-sum disbursement amounts received by a family, such as Social Security (i.e. disability pension), inheritances, insurance settlements (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but are considered assets.

G. REGULAR CONTRIBUTIONS AND GIFTS

AHA will count as income any regular contributions and gifts (monetary or not) from persons outside the household and use it to calculate the Total Tenant Payment (TTP). This includes rent and utility payments made on a regular basis on behalf of the family and any other cash or non-cash contributions. Any contribution or gift received every three (3) months or more frequently will be considered a “regular” contribution or gift.

Loans from private parties are considered income if there is no written, well defined, notarized repayment agreement (i.e. Promissory Note or Loan Agreement) contract executed between the parties at the time the loan began.

H. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment. If the amount of child support or alimony received is less than the amount awarded by the court, AHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

AHA will accept as verification that the family is receiving an amount less than the award if:

1. AHA receives verification from the agency responsible for enforcement or collection.
2. The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

NOTE: It is the family's responsibility to supply a certified copy of the divorce decree with child support worksheet to AHA.

If a household member receives support payments directly from the non-custodial parent, a notarized letter with the amount per month/week must be provided to AHA.

I. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE (FMV)

At initial certification or reexamination, AHA staff must ask whether a participating household has disposed of an asset for less than its market value within the past two (2) years. If the family has, AHA staff must determine the difference between the cash value of the asset at time of sale or other disposal and the actual payment received for the asset. AHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of a divorce, separation, foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets that must be considered include cash, real property, stocks, bonds, and Certificates of Deposit (CDs) if the household gave them away or sold them for less than market value.

AHA's threshold for counting assets disposed of for less than fair market value is \$1,000. If the total value of assets disposed of within one-year period is less than \$1,000 they will not be considered an asset.

J. CHILDCARE EXPENSES

Childcare expenses for children 12 years of age and under may be deducted from annual income if they enable an adult to work or attend school. The deduction for childcare expenses is based on the following guidelines:

1. Childcare that enables an adult to work. The maximum childcare deduction must be "reasonable". The number of hours claimed for childcare may not exceed the number of hours the family member is working (allowing one hour travel time to and from school).
2. Childcare that enables adult to attend school, **childcare expenses will not be allowed if a household member provides the childcare**. The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (allowing one hour travel time to and from school).

K. MEDICAL EXPENSES

Medical expense deduction is permitted only for households in which the Head of Household, or their spouse, is at least 62 years old or disabled (at any age) (Elderly or Disabled households).

If the household is eligible for a medical expense deduction, the medical expenses of all family members may be counted.

Medical expenses are those expenses expected to be incurred during the 12 months following certification or re-examination that are not covered by an outside source (such as health insurance, or medical assistance programs) .

Verifiable physician statements and/or printouts or invoices for medical related expenses must be provided by the household prior to calculation of any medical expense deduction for purposes of determining Total Tenant Payment.

NOTE: All medical expenses MUST meet the requirements as specified in Internal Revenue Service (IRS) Publication 502.

L. NUMERICAL ROUNDING REQUIREMENTS

It will be the policy of AHA to round to the nearest whole number for purposes of averaging hours **WORKED** for determining **EARNED INCOME**.

[Example: AHA verifies that an applicant or participating tenant works 30 to 35 hours per week, the average hours worked is 32.5. AHA will round this figure from 32.5 to 33 hours.]

M. DISABILITY EXPENSE ALLOWANCE

The Disability Expense Allowance provides for the deduction of reasonable expenses for attendant care and auxiliary apparatus for a disabled member that are necessary to enable a family member to be employed. Expenses cannot be paid to a family member or reimbursed.

N. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all private Rental Assistance Programs, including the Section 8 Housing Choice Voucher, Moderate Rehabilitation and Single Room Occupancy (SRO) Project-Based programs.

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are computed on basis of actual rates and average consumption studies and not on a family's actual consumption.

AHA will review the Utility Allowance Schedule on an annual basis and revise it if needed based on substantial utility rate changes. For purposes of changing the Utility Allowance Schedule, substantial means more than a ten (10) percent increase/decrease in utility rates. If the amount of decrease/increase is not substantial, the Utility Allowance Schedule will remain the same for the subsequent year.

The approved Utility Allowance Schedule is given to families along with their Housing Choice Voucher. The utility allowance is based on the actual unit size selected and not the bedroom size the family is eligible for under the program. Where the utility allowance exceeds the family's Total Tenant Payment, AHA will issue a Utility Reimbursement Payment to the family each month. The check will be made-out directly to the head of household or to the local utility service provider.

NOTE: Where families provide their own range or refrigerator, AHA will establish and provide an allowance.

PART VI

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR §982.158; and 24 CFR §5.617]

INTRODUCTION

HUD regulations require that the factor of eligibility and Total Tenant Payment be verified by the housing agency.

Applicants and program participants must furnish true and complete information whenever information is requested by AHA. AHA verification requirements are designed to maintain overall program integrity. This PART explains AHA's procedures and standards for verification of income, preferences, assets, allowable deductions, family status, changes in family composition and other factors that affect the determinations of eligibility and calculations resulting in adjusted income.

AHA will always obtain proper authorization from the family before requesting verification information from independent sources.

A. RELEASE OF INFORMATION

[24 CFR §5.230]

Each family member age 18 and older is required to sign the General Authorization form; Each family member age 18 and older will be required to sign a Form HUD-9886, Release of Information/Privacy Act; and Each family member age 18 and older may also be required occasionally, to sign authorizations for specific purposes, which include but are not limited to: Social Security Records, Internal Revenue Service (IRS) records.

NOTE: Family refusal to cooperate with this process will result in denial of admission or termination of assistance. It is a Family Obligation to supply any information and supporting documents requested by AHA or HUD.

B. TIMING OF VERIFICATION

Initial Move-in/Relocations and Interim certifications: Verifications cannot be more than 60 days old from the effective date of the calculation.

Annual Re-exam: Verifications cannot be more than 120 days old from the effective date of the calculation.

It is the **tenant's responsibility** to report any and all changes in income to AHA in writing, within ten (10) days of the event, and to provide acceptable, and verifiable, documentation as to changes in household income. Though applicant households are able to self certify as to having assets of less than \$5000 at time of consideration for admission to the Housing Choice Voucher Program, once a household has been admitted they will be required to supply current verification documentation as stated in Part VI, Section F. of the Administrative Plan in order to determine whether they in fact have assets of less than \$5000.

C. METHODS OF VERIFICATION

The primary methods of verification acceptable by AHA for the tenant file to be properly documented in order of acceptability include:

1. **Enterprise Income Verification (EIV):** HUD's EIV system **MUST** be used to verify income of current program participants. It should be used at: 90-days after initial admission, interim rent changes, and at the annual reexamination. The EIV Security and Procedure Policies are incorporated into the ACOP by reference and as an Appendix.
2. **Written Third Party Verification:** Independent verification of income and/or expenses by contacting the individual income/expense sources(s) supplied by the family. **The written request for verification of documents must be supplied directly to the independent source by the PHA, and the written**

confirmation of verification of income and/or expense must be returned directly to AHA, from the independent source.

3. **Oral Third Party Verification:** Independent verification of income and/or expense by contacting the individual income/expense source(s) supplied by the family, via telephone call, the name of the person contacted and telephone number, along with the confirmed verified information. **This form of third party verification will be used in the event that the written confirmation of verification of income and/or expense by the independent third party is not received prior to the processing of a rent calculation, the return of a RFTA form, or a unit placement.**
4. **Self-Certification/Self-Declaration:** Written affidavit or notarized written statement of reported income and/or expenses signed by the family. This verification method will only be used as a last resort when all other verifications options are not available. **The file MUST be documented as to the reason(s) why third party verification (both written and oral) was unattainable.**

AHA will allow families to submit the following income verification documents:

- a. Award Letters and statements from the U.S. Social Security Administration (SSA) (i.e. disability benefits, retirement pensions, survivors, orphans, etc.);
- b. Supplemental Security Income (SSI) benefits;
- c. U.S. Department of Veterans Affairs (VA), Veteran's benefits;
- d. State of NM, Department of Workforce Solutions, Unemployment Insurance (UI) benefits;
- e. State of NM, Workers' Compensation Administration benefits;
- f. Retirement pension benefits (i.e. PERA, ERA, etc.);
- g. State of NM, Human Services Department (HSD), Income Support Division (ISD);
- h. Temporary Assistance for Needy Families (TANF) benefits;
- i. General Assistance (GA) payments and Food Stamps (FS) also known as (SNAP);
- j. State of NM, HSD, Child Support Enforcement Division (CSED);
- k. Child support payments award statements or receipts;
- l. State of NM, Children, Youth & Families Department (CYFD) child care services payment checks;
- m. Letter from employer;
- n. Student loan and student financial aid grant (i.e. Pell Grant) award letters;
- o. Tribal per capita payment notices;
- p. Self-employment certifications; and
- q. Records from U.S., State, Tribal, District, Metropolitan, City or County Courts.

AHA will accept verifications in the form of **computerized printouts** delivered by the family that were generated by the following government agencies:

- a) Social Security Administration (SSA);
- b) Veterans Administration (VA);
- c) State of NM, Human Services Department (HSD);
- d) State of NM, Department of Workforce Solutions, Unemployment Insurance (UI);
- e) State of NM, Workers Compensation Administration, and Federal, State, Tribal, Metropolitan, County and Municipal Courts; or
- f) State of NM, Child Support Enforcement Division (CSED).

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification statement or affidavit under penalty of perjury. The statement must be written and the signatures must be witnessed by a notary.

Streamlined Annual Re-examinations for Elderly / Disabled Families on Fixed Incomes

Per PIH 2013-03 (HA) PHAs may opt to conduct a streamlined reexamination of income for elderly families and disabled families when 100 percent of the family's income consists of fixed income. In a streamlined reexamination, PHAs will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

For purposes of this notice, the term 'fixed income' includes income from:

1. Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
2. Federal, State, local, and private pension plans; and
3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year.

D. ITEMS TO BE VERIFIED

[24 CFR § 982.516]

Items to be verified include, but are not limited to:

1. All household income not specifically excluded by the regulations;
2. Full-time student status including High School students who are 18 years of age or older;
3. Current assets including assets disposed of for less than fair market value in the preceding two years;
4. Childcare expense where it allows an adult family member to be employed and/or to further his/her education;
5. Total medical expenses of all family member in households whose Head of Household or Spouse is elderly or disabled;
6. Disability expenses to include only those costs associated with attendant care or auxiliary apparatus, which allow an adult family member to be employed;
7. Disability status for determination of admissions preferences, income allowances or deductions;
8. U.S. Citizenship/eligible immigrant status;
9. U.S. Social Security Numbers for all family members;
10. Admissions Preference Status claimed;
11. Familial status when needed for Head of Household or Spouse definition; and
12. Reductions in benefits for non-compliance with TANF program requirements.

E. METHODS USED TO VERIFY SOURCES OF INCOME

This section identifies the procedures and defines the methods AHA will use to verify various types of household income:

Procedures for Obtaining Third Party Written Verification

Third party written verification is **used to verify information directly with the source** and will be obtained using the following procedures:

1. Third Party verification form together with a copy of a signed "Release of Information" form will be sent to the source. The verification form returned from the source **MUST** have been returned via first class mail, e-mail or FAX.
2. The hand-carried verification(s) must be date stamped as received by AHA and **followed-up with written or oral verification by the independent third party**.
3. AHA will **not** require additional third party verifications when agency generated **computerized printouts** delivered by the family are provided. Computerized printouts from, but not limited to:
 - a) U.S. Social Security Administration (SSA);
 - b) U.S. Department of Veterans Affairs (VA);

- c) State, Human Services Department (HSD);
- d) State, Department of Workforce Solutions, Unemployment Insurance (UI);
- e) State, Workers' Compensation Administration (WCA);
- f) U.S., State, Tribal, District, Metropolitan, County or City Courts;
- g) U.S. Department of the Treasury, Internal Revenue Service (IRS);
- h) State, Taxation and Revenue Department (TRD);
- i) Employer check stubs (only when employer income is reflected in EIV);
- j) State, Child Support Enforcement Division; or
- k) Educational loan/grant
- l) Carbon Copy Termination of Employment filled out by employer, signed by employee

Procedures for Obtaining Third Party Oral Verification

Oral verification will be used in the event that the written third party has not been received prior to the processing of the calculation, return of a RFTA or public housing placement. When third party oral verification is used, AHA staff will be required and note the call in the file accordingly. At a minimum, the note must include the following:

- Name and title of the "third-party source" (i.e., person) that provided verbal verification; and
- Date and time verbal verification was answered including the initials of the AHA staff person accepting the verbal verification from the third-party source.

Self-Certification/Self-Declaration

When confirmation cannot be made by third-party verification, families will be required to submit a self-certification statement or sworn affidavit signed under penalty of perjury as true. The signature(s) must be notarized.

F. ACCEPTABLE VERIFICATION OF INCOME AND ASSETS

Employment Income

Acceptable methods of verification:

1. Most recent consecutive check stubs/earning statements covering a 4 week period.
2. For new hires/terminations, employment verifications must include the following information:
 - a. Dates of employment/termination;
 - b. Hourly wage;
 - c. Hours per week/month/etc.;
 - d. Estimated income from overtime, tips, commissions, or bonus pay expected during the next 12 months; and
 - e. Any other relevant information that may affect income during the next 12 months.
3. Employer supplied employment forms (i.e., IRS Form W-2), plus income tax return forms; and
4. Self-certification forms or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

NOTE: In cases where there are questions about the validity of the information or cases of temporary sporadic income, AHA may require the most recent State and Federal income tax returns.

Social Security, Supplementary Security Income (SSI), Disability Income, Railroad Pension, other Pensions

Methods of verification will be accepted:

1. Award or benefit notification letters prepared and signed by the providing agency;

2. Computer report electronically obtained or a print out submitted in hard copy; and
3. Bank/Credit Union Account statements or direct deposits receipts (written third party verification will be sent).

Unemployment Insurance (UI) Compensation

Methods of verification will be accepted:

1. Verification form completed by government or private agency providing the benefits;
2. Computer reports electronically obtained or a print out submitted in hard copy from the unemployment Insurance (UI) office stating payment dates and amounts or payment stubs; and
3. Bank/Credit Union Account statements or direct deposits receipts (written third party verification will be sent).

Temporary Assistance for Needy Families (TANF), General Assistance (GA). NOTE: Per HUD Notice PIH-2013-04 program participants can self certify their Supplemental Nutrition Assistance Program (SNAP) benefits

Methods of verification will be accepted:

1. AHA verification form completed by payment provider;
2. Computer generated notice of benefit (income) reports;
3. Application for Continued Occupancy Form (Only for SNAP/Food Stamp benefits)

Alimony or Child Support Payments

Methods of verification will be accepted:

1. Court endorsed copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules;
2. Letter from a State/local government child support enforcement agency;
3. A notarized letter from the person paying the support;
4. Copies of latest check and/or payment stubs from either the District Court, or Court Trustee; or
5. Family's self-certification of amount received and of the likelihood of support payments being received in the future or that support payments are not being received.

If payments are irregular, the family must provide:

1. Court endorsed copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules;
2. A statement from a State/local government agency responsible for enforcing payments to show that the family has filed for enforcement;
3. A Welfare notice of action showing amounts received by the welfare agency for child support; or
4. A written statement from an attorney certifying that a collection or enforcement action has been filed.

Dependent Full Time Students

Only the first \$480.00 of the earned income of dependent full-time students age 18 and over will be counted towards family income. Student Financial Aid, scholarships, student loans and grants received by dependent full-time students are not counted towards family income. Any income derived from Student Internship Employment Program will be counted towards family income. Exceptions are permitted if the internship employment program is part of the student's financial-aid package (such as federal Work Study funding).

Verification of full time student status includes:

1. Written verification of enrollment from the Registrar's Office or other school official (e.g. transcript); and
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by an institution of higher learning (e.g. a schedule of classes for the current semester).

Net Income from a Business

In order to verify net income derived from a business, AHA will review IRS and other financial documents from the preceding year, and if necessary from prior years and use this information to determine the business income for the next twelve (12) months.

Acceptable methods of Business Income Verification include:

1. IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), and Schedule F (Farm Income). If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense will be required otherwise a computation using straight-line depreciation rules will be used;
2. Audited or un-audited financial statement(s) of the business; or
3. Family's self-certification as to net income realized from the business during prior years will be required.

G. METHODS USED TO VERIFY ASSETS

[24 CFR § 982.516]

ONLY ASSETS TOTALING OVER \$500.00 WILL BE RECORDED

AHA will require the necessary documentation to determine the current cash value; the net amount the family would receive if an asset were converted to cash. Documents include, but not limited to:

1. Verification forms, letters, or documents from a financial institution or broker.
2. Checking and/or savings account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Real Estate tax statements, if the approximate current value can be deducted from assessment (i.e. Notice of Value or Property Tax Bill).
4. Financial statements for business assets.
5. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
6. Appraisals of personal property, market analysis or bill of sale.
7. Liability on property (i.e. mortgage balance).

Income from Assets (Account Interest Income and Dividends)

1. Account statements and Certificates of Deposit (CDs) that must include name of institution, minimum last four digits of account number, account holders name, account balance and applicable interest rate, or AHA provided verification forms completed by the financial institution, including broker statements showing value of stocks or bonds and the earnings credited the family. (NOTE: Earnings can be obtained from the business and financial section of a daily newspaper such as the Albuquerque Journal or the Wall Street Journal (WSJ).)
2. IRS Form 1099 from the financial institution provided that AHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for the next 12 months that indicates a breakdown of principal and interest.
2. Amortization schedule showing interest for the 12 months following the effective date of the certification and/or recertification.

Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:

1. IRS Form-1040 with Schedule E (Rental Income); or
2. Copies of latest rent receipts, leases, or other documentation of rent amount paid.

Assets Disposed of for Less than Fair Market Value during Two Years Preceding Effective Date of Initial Unit Offer/Placement, Certification or Recertification

1. For all unit offer, certifications or re-certifications, AHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than Fair Market Value (FMV); (b) the date they were disposed of; (c) the amount the family received; and (d) the market value of the assets at the time of disposition. Third party verification will be obtained whenever possible.

PART VII

APPROVAL OF ASSISTED TENANCY

INTRODUCTION

After families are issued a Housing Choice Voucher, they may search for a unit anywhere within the jurisdiction of AHA, or outside AHA's jurisdiction if they qualify for portability. (Refer to PART XI of this plan for additional guidance.) The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into Housing Assistance Payments (HAP) Contract with AHA. This part defines the types of eligible housing, AHA's policy that pertains to initial inspections, lease requirements, owner disapproval, and processing Requests for Tenancy Approval (RFTA).

A. REQUEST FOR TENANCY APPROVAL (RFTA)

[24 CFR § 982.305 (B)]

The family must submit the Request For Tenancy Approval (RFTA) form. The RFTA form must be completed and signed by both the property owner and family.

AHA will not permit the family to submit more than one RFTA form at a time for processing. AHA will review the documents for completeness to determine whether or not they can be approved or rejected. AHA will determine if the Rent Requested by the owner (plus applicable utility allowances) is within the applicable Payment Standard (unless an exception rent has been requested and approved).

The RFTA will be approved only if:

1. The unit is an eligible type housing;
2. Unit has been inspected and meets federal minimum Housing Quality Standards (HQS) plus any additional standards identified in this Administrative Plan;
3. Proposed rent is reasonable when compared to unassisted rental properties of similar size in the area;
4. Proposed lease complies with all HUD requirements and includes tenancy addendum, and meets State and Local law requirements; and
5. The owner is approvable and there are no conflicts of interest.

AHA will schedule and conduct the initial move-in inspection within 7 to 10 business days of receipt and acceptance of the RFTA, provided the unit is ready for inspection and occupancy by the family. The Housing Voucher time clock (60 days usually) will be suspended during any period when the unit is not available for inspection.

Disapproval of Request for Tenancy Approval (RFTA)

If AHA determines that the Request cannot be approved for any reason, the landlord and the family will be notified immediately by electronic communications (telephone, email or fax) or in writing. AHA will instruct the owner and family of the steps necessary to approve the RFTA. The tenant will be given up to five (5) business days to re-submit an approvable RFTA for the same unit to AHA.

If a RFTA is not approved, AHA will furnish another blank RFTA form to the family. The time limit on the Voucher is suspended while the RFTA is being processed, or if there is a delay through no fault of the families.

AHA will not approve a RFTA if HUD informs AHA that an owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24. Refer to 24 CFR § 982.306 for further regulatory guidance.

All units listed in a RFTA form must be ready for inspection within 30-days of submittal.

If the initial inspection fails, all failed items must be cured within 30-days, otherwise the RFTA will be considered null and void.

B. SUITABILITY OF FAMILY

[24 CFR § 982.202 (B) (1)]

Tenant Screenings

AHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The Owner has the sole responsibility for screening and selecting the assisted family to occupy the owner's unit. This includes screening prospective tenants for any drug-related criminal activity or any other criminal activity that is a threat to the health, safety or property of others. The screening process used by the land owner would be no different than the admissions process used in screening and selecting unassisted tenants. The owner shall take care when screening and selecting prospective assisted families in that no Fair Housing laws (Federal, State and Local) are being violated during the screening and selection process.

C. LEASE REVIEW

[24 CFR § 982.308]

AHA staff will review the lease, particularly determining the approvability of optional charges and compliance with regulations and **State/Local laws** (i.e. Uniform Owner-Resident Relations Act of NM). Distribution of responsibility for providing and paying utilities, appliances and optional services must correspond to those provided in the RFTA. **In the first year of tenancy, the initial lease must be for a term of not less than one year. At the end of the initial one-year term, the lease may take the form of a month-to-month lease agreement at the mutual election of the owner and assisted tenant family.**

AHA will make available to owners a sample lease agreement form upon request, which includes HUD-required language. The owner may include language such as House Rules to the lease as an addendum, provided they are approved by AHA prior to the signature and execution of the lease.

Owners may either submit their own lease agreement or use the AHA sample lease. In either case, the HUD lease addendum must be attached and executed. If owner refuses to sign and execute the HUD lease addendum, AHA will **NOT** enter into a HAP Contract with the owner for the subject rental unit. The family will then be required to find another eligible rental unit.

Separate Agreements (side agreements)

Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families or, items not shown on the approved lease.

Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as dishwasher, attached garage, etc.) or other items that are permanently installed in the unit cannot be put under separate agreement and must be included in the lease.

NOTE: AHA is not liable for any unpaid charges by an owner's assisted tenant.

D. DISAPPROVAL OF PROPOSED RENT

AHA may disapprove an **Owner's Contract Rent request**; if AHA is unable to justify the amount requested because of HUD **rent reasonableness test** or 40% TTP Exception Rent requirements.

AHA may offer the owner an alternative Contract Rent amount that is more in line with the rent of comparable unassisted units in the immediate area, for purposes of rent reasonableness requirements.

If the owner accepts the offer of a revised rent, AHA will continue processing the RFTA and Lease. If the revised rent involves a change in the provision of utilities, a revised lease will need to be submitted by the owner.

If the owner does not agree on the Contract Rent after AHA has attempted and failed to negotiate a revised rent, AHA will inform the family and owner that the lease is disapproved.

E. INFORMATION TO OWNERS

[24 CFR § 982.307(b), 982.54(d)(7)]

AHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The Owner has the sole responsibility for screening and selecting the assisted family to occupy the owners unit. This includes screening prospective tenants for any drug-related or other criminal activity that is a threat to the health, safety or property of others. The process used would be no different than the process used in screening and selecting unassisted tenants. The owner shall take care that no Fair Housing laws (Federal, State and Local) are being violated during the process.

AHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to prior rental units, and other factors related to the family's suitability as a tenant.

Upon owner written request, AHA will provide the following information: based on documentation in its possession:

1. Family's current and previous addresses*;
2. Rental payment history;
3. Eviction History; and
4. Family's previous tenancy history to include, but not limited to, police reports, any claims for damages, neighbor/landlord complaints, any information on any illegal drug use, or possession with intent to distribute, and any information on any violent criminal activity.

*AHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection. The information may be provided verbally or in writing.

F. HAP CONTRACT EXECUTION PROCESS

[24 CFR § 982.305 (c)]

AHA prepares the Housing Assistance Payments (HAP) Contract for signature and execution by the Owner and AHA on behalf of the assisted family. The family and the owner will execute the Lease agreement. Copies of the executed documents will be furnished to the parties who signed the respective documents.

AHA makes every effort to execute the HAP Contract before the commencement of the lease term. In either case, the HAP Contract and the lease term must run concurrent and no payments will be made until the contract is duly executed and AHA has a copy of the executed lease. Owners must provide AHA with their current residential address.

Owners must provide Employer Identification Number (EIN), or Social Security Number (SSN), Proof of Ownership (i.e. a Warranty Deed for land), copy of executed Dwelling Lease, business or home telephone number. This information must be provided to the Inspector at the time of the dwelling unit inspection, or within thirty (30) calendar days of the inspection, if approved. If the owner fails to provide the required information/documents within thirty (30) calendar days, AHA will NOT execute the HAP Contract with the property owner/manager, and the assisted tenant may be required to move from the subject dwelling unit.

G. CHANGE OF OWNERSHIP

When a subsidized property is sold and the new owner chooses to assume the lease and HAP Contract, AHA will require the following documents:

- a. Copy of a recorded 'Deed' showing transfer from seller to purchaser; Copy of a recorded 'Real Estate Contract', recorded at the County Clerk's office; Copy of a recorded 'Special Warranty Deed' from a foreclosure case;
- b. If no warranty deed is available, a signed settlement statement can be used temporarily until a recorded copy of the Warranty Deed is provided as soon as possible;
- c. Completed IRS W-9
- d. Completed IRS Form W-9;
- e. Completed and notarized 'Assignment of HAP Contract'; and/or
- e. Completed RFTA and/or Assignment of Lease.

NOTE: If a Warranty Deed (or other type of Deed) isn't immediately available, AHA will accept a signed copy of a Settlement Statement from the real estate title company, as long as a final copy of the Warranty Deed (that has been recorded at the County Clerk's office) is provided to AHA as soon as it becomes available.

NOTE: Once AHA has been notified of the change of ownership, HAP payments will be placed on hold for forty-five (45) days in anticipation of all required documentation to process all updates.. If all required documents are not received, AHA will issue a final letter to the owner informing them that failure to provide the required documentation will result in termination of the HAP contract effective retroactively according to the date that AHA was formally notified of the ownership change. Under these circumstance, the program participant will not be penalized and will be provided relocation paperwork and initial 60 day search time on the voucher.

PART VIII

HOUSING QUALITY STANDARDS (HQS) AND INSPECTIONS

INTRODUCTION

The primary objective of AHA and the Housing Choice Voucher Program is to provide decent, safe and sanitary housing at an affordable cost to qualified low-income families. To accomplish this, program regulations and this Plan set forth basic housing quality standards which all participating rental units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy.

Housing Quality Standards (HQS) defines "standard housing" and establishes minimum criteria necessary for the health and safety of the participating families. These standards for tenant-based programs are identified in the HUD Housing Inspection Manual for Section 8 Housing, and the most recent HUD Inspection Form, form HUD-52580 and most recent Inspection Checklist, form HUD 52580-A. All rental units are required to meet these minimum HQS requirements both at initial occupancy and during the terms of the lease. HQS applies to dwelling units, exterior premises and other non-dwelling buildings.

These HQS standards are enhanced by AHA in conjunction with local City and County Building and Housing Codes. It should be noted, these provisions do not overly restrict the number of units available for lease under the program.

The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and AHA requirements. This PART describes AHA's procedures for performing HQS and other types of inspections and standards for the timeliness of repairs. It also explains the responsibilities of the owner, family and AHA, and the consequences of non-compliance with HQS requirements for both families and owners.

A. ACCEPTABLE INSPECTION STANDARDS

[24 CFR § 982.401]

AHA has adopted the following standards in addition to the HUD minimum Housing Quality Standards

1. Window screen on at least one window in each room containing windows, for fresh air cross-ventilation purposes;
2. Iron bar doors and bars over windows require emergency releases and safety bolt locks as per Fire Code;
3. At least one working Fire Extinguisher in each rental dwelling unit (single family/multi-family) provided by the Landlord
4. Adequate cooling (e.g. evaporative or refrigerated air conditioner) is required;
5. No evidence of Fungi or mold should be present anywhere in the dwelling unit;
6. Ground Fault Interrupter (GFI) is required in at least kitchen or bathroom sink area as per local building code. (Exemption is permitted for 'grandfathered in' older residential properties as per City building code ordinance); and
7. Double keyed door locks are prohibited. Safety bolt locks can be used instead
8. As per code requirements each sleeping room must have one working smoke detector.

In cases of inconsistency between the local requirements and HQS, local codes will always prevail. Efforts will be made at all times to encourage owners to provide housing quality above HQS minimum standards.

B. MANUAL AND AUTOMATED INSPECTION SYSTEMS

In an effort to meet all HQS requirements, AHA will conduct and record inspections using paper form(s) HUD-52580A or HUD-52580. These HUD Inspection Checklist form (i.e., facsimile) has also been incorporated into a computer (hand-held) device, and can interface with our operating software and mainframe system. AHA will use these hand-held computer devices in the performance of HQS inspections. The paper forms will be used when training new program staff in the performance of HQS inspections, but will convert to hand-held devices upon completion of the training period. Paper forms will also be used when a hand-held device is out-of-service (broken) and others are not available for use by an inspector.

Regardless of how inspection results are recorded, AHA will produce and retain a facsimile that includes AHA-adopted standards. Form HUD-52580, Inspection Checklist.

NOTE: AHA reserves the right to convert back and forth between the use of paper inspection checklist forms and the hand-held devices when it would be in the best interest of the programs.

C. INSPECTION TYPES

[24 CFR § 982.405]

HQS INSPECTIONS ARE PERFORMED TO:

1. Determine if the dwelling unit and property meet federal minimum Housing Quality Standards (HQS) and minimum local safety building code standards;
2. Document the current condition of the rental unit as a basis to assess whether the condition of the unit will exceed normal wear and tear in the future; and
3. Document the physical aspects of the dwelling that will be used for determination of Rent Reasonableness tests.

Initial Inspection Procedures

- AHA will conduct an initial move-in inspection for each unit as part of the tenancy approval process upon receipt and acceptance of a completed and signed **original** RFTA form from either an owner or tenant ;
- AHA will notify the head of household of the initial move-in inspection within (3) days of receipt and acceptance of the RFTA, provided the unit is ready for inspection and occupancy by the family;
- AHA will notify the family head of household and owner of the date and time of the scheduled inspection within 7-10 days, and both the head of household and owner or their representatives **MUST** be present at the inspection;
- If either the head of household, owner or their representative, fail to keep the scheduled inspection appointment, the inspector **WILL NOT** perform the initial move-in inspection;
- The inspection will be rescheduled for the earliest date and time that **ALL** parties would be available for the inspection;
- The unit must **PASS** the HQS inspection before the execution of the assisted lease and Housing Assistance Payments (HAP) Contract [24 CFR § 982.305] and the initiation of any payments; and
- The Section 8 participant is encouraged **NOT** to execute a Lease or to move into the subject unit until the dwelling has been inspected and HAP Contract approved and signed by AHA.

NOTE: If AHA is not in receipt of an executed Lease Agreement within 30 days of the passed inspection, AHA will not execute a HAP contract and the program participant will be required to relocate to a different location to find a qualified unit.

Annual HQS Inspections

- AHA will make no more than two (2) attempts to complete an annual inspection
- AHA will conduct an annual HQS inspection of a unit occupied by an assisted family at least annually or at the anniversary of the initial move-in inspection [24 CFR § 982.405(a)];
- AHA will conduct the inspection no more than 90 calendar days prior to but within at least 30 days of the anniversary month of the HAP contract;

- AHA will notify the tenant and owner in writing two weeks prior to the scheduled annual reexamination HQS inspection, as to the date the inspection will be conducted;
- The head-of-household or their representative (e.g., an adult household member 18 years of age or older) must be present for the required annual reexamination HQS inspection (The owner is not required to be present for the re-exam, but may be present at their own discretion);
- When the inspector conducts the annual inspection, each item on the inspection checklist must receive a rating of **PASS**, in order to approve the HAP and assisted lease for continuation for a subsequent 12 months;
- Should any item on the inspection checklist receive a rating of **FAIL**, and the failed item(s) violate either HQS or local building or housing code requirements, the inspector will take the necessary steps to ensure full HQS and local code compliance of the unit prior to approving the unit for renewal. This includes immediately notifying the owner and tenant in writing of the HQS deficiencies and providing a reasonable time frame to make the required repairs;
- If the required repairs have not been made in the reasonable time frame, the HAP payment to the landlord will be abated and the HAP Contract will be terminated;
- Depending on the nature of HQS violations, the Inspector shall have the discretion to determine the amount of time to give either the owner or tenant to repair any HQS failed items, but in no case shall the time allotted exceed thirty (30) calendar days from the date of the annual inspection; and
- The only exceptions to the aforementioned will be considered in cases of HQS violations, caused by fire or other types of natural disasters, and in cases where death or critical illness of a family member prevented the timely repairs of HQS violations by the owner and/or tenant. The owner and/or tenant must provide this office with documented evidence to the facts when asking for an extension of time to make repairs. In these cases, the Inspector may then extend the repair period an additional 30 to 60 calendar days, and only if the immediate health and safety of the assisted family is not compromised because of the time extension.

HQS Emergency Inspections

From time-to-time AHA will receive complaints or information that a particular assisted unit is in non-compliance with HQS requirements and that the resident family's health and/or safety is being compromised due to emergency HQS violations. AHA has adopted the following procedures for handling and documenting emergency violations in accordance with 24 CFR §982.404.

It is possible that either the Section 8 or Inspection Housing Services Specialist (HSS) may receive information that an emergency HQS violation/situation exists (See subsequent section – Emergency HQS Violation Items). In these cases, the department that is first notified of an emergency HQS violation will verify that the information is valid and issue the appropriate letter via certified mail to the tenant/owner to include:

1. Date complaint/information was received;
2. Details about the nature of the emergency (life-threatening) violation(s) including whether the owner and/or tenant are aware of the situation (only if the informant is someone other than the owner and/or tenant);
3. Any instructions the AHA staff person receiving the complaint/information may give the informant (i.e., caller) on what to do.

This will subsequently be documented in the computer system and forwarded to the Inspection Department Supervisor via email, and a representative from the Inspections Department will complete the following steps:

1. Conduct an HQS emergency inspection of the assisted unit in accordance with 24 CFR §982.404;
2. Record inspection violation(s) on form HUD 52580-A or 52580 and determine the nature of the HQS emergency violation(s) and ascertain the responsible party (i.e., owner or tenant); and
3. The Inspection Housing Services Specialist may refer family to appropriate emergency assistance agency (i.e., Red Cross, Society of St. Vincent DePaul, and Catholic Charities, etc.) for temporary shelter and assistance; and

4. If the Violation is the responsibility of the owner, the Inspections Housing Services Specialist will:
 - Contact the property owner by phone (if possible) and in writing (by Certified Mail with a cc: to the landlord) to notify them of the results of the emergency HQS inspection and that the repairs are required to be made within 24 hours (unless an extension of an additional 24 hours is granted) and that failure to make repairs will result in immediate abatement of HAP portion of the rent and that the HAP Contract will be terminated if repairs have not been made by that time with the specific date indicated on the written notification.

If the Violation is the responsibility of the tenant, the Inspections Housing Services Specialist will:

- Contact the tenant by phone (if possible) and in writing (by Certified Mail with a cc: to the landlord), and notify them of the results of the emergency HQS inspection and that failure to make repairs will result in termination of the HAP Contract and their Housing Choice Voucher with the specific dates indicated on the written notification.
5. The Inspections Housing Services Specialist will email and provide all Emergency HQS inspection documentation to Section 8 HSS by no later than one (1) business day after the final outcome of items 1 – 4 above.

Emergency HQS Violation Items

The following is a list of items that are considered by AHA to be "Emergency" HQS violations and that will require immediate emergency attention by AHA:

1. **Waterlogged ceiling in imminent danger of falling in;**
2. **Flooding caused by leaky plumbing or natural flooding;**
3. **Natural gas leaks or fumes or Red-Tagged Heating or Water Heating systems;**
4. **Electrical problem that could result in electrical shock or fire;**
5. **No heat in unit, with outside temperature below 32 degrees F and temperature inside unit is below 60 degrees F;**
6. **Utilities (natural gas and/or electricity) not in service;**
7. **No running water;**
8. **Obstacle(s) which prevents tenant's safe entrance or exit to unit;**
9. **Lack of functioning toilet, if only one available in dwelling unit; or**
10. **Non-functioning Smoke Detectors.**

Special or Complaint Inspections

AHA may conduct special HQS inspections or other investigative visits to an assisted unit based on information received in writing from third parties such as owners, participants, neighbors or other interested third parties (i.e. City Code Enforcement, utility providers, law enforcement agencies).

- If at any time AHA is notified that the unit allegedly does not meet HQS, and the tenant has already notified the owner in writing, AHA will schedule and conduct an inspection after receiving a copy of the written notice to the owner (exception - emergency violations that are reported as indicated above will be inspected immediately);
- AHA will inspect the items which were reported;
- If the inspector identifies additional HQS deficiencies that cause the unit to fail, the responsible party (owner and/or tenant) will be required to make the necessary repairs; and
- Violations resulting from complaint inspections will be treated in the same manner as annual inspection violations, and the same rules will prevail.

Quality Control (QC) Inspections

[24 CFR § 985.2 & 982.405(b)]

First, the purpose of Quality Control (QC) inspections is to ensure that landlords are maintaining the dwelling unit(s) in decent, safe and sanitary condition and that they continue to meet HQS requirements. Second, QC inspections will assist AHA in monitoring Section Eight Management Assessment Program (SEMAP) compliance, and QC inspections will provide feedback to management on inspectors' work, which can be used to determine if individual inspector performance or general HQS inspector division field staff training issues needs to be addressed.

The following guidelines will be used in determining the QC inspection sample size, type and process:

1. QC inspections will be conducted on at least two (2%) percent of all units.
2. Completed HQS inspections including the unit sample must be no older than three months at the time of QC inspection.
3. The sample must represent a cross section of neighborhoods where program units are located and inspections completed by all HQS inspectors on staff.
4. The sample will include a cross-section of initial and annual inspections.
5. QC inspections are required to be conducted by management staff (i.e., Quality Control & Audit Officer, or Rental Assistance Housing Assistance Coordinator).
6. QC inspections will be conducted on a monthly or quarterly basis.
7. When the results of the inspections indicate failed units, an additional number of inspections will be conducted to equal the number of failed inspections.

AHA will maintain a quality control tracking system for each SEMAP year, which indicates at a minimum:

- Address of the units;
- Date of original inspection and inspector conducting inspection;
- Date of the QC inspection; and
- Results of the QC inspection;
- Location of the unit by neighborhood, zip code, or census tract.

Reports will be generated which will indicate the total number of inspections conducted and the unit condition. This will prompt any system change or process change to make necessary improvements to the inspection process to ensure full regulatory and SEMAP compliance.

D. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

[24 CFR § 982.401]

AHA adheres to the thirteen (13) HQS acceptability criteria in the program regulations, HUD Inspection Manual and local building and housing codes, **which threaten the health and safety of the family.**

HQS violations that cause a unit to fail are required to be corrected by the landlord, unless it is a fail item(s) for which the resident tenant is responsible. Fail HQS items for which the family is responsible for are defined in Section F below.

E. HQS NON-COMPLIANCE AND TERMINATION OF HAP CONTRACT

If the owner is responsible for repairs, AHA will send an abatement and HAP contract termination notice to the property owner (with a copy to the tenant), which must include the date abatement will become effective (but no earlier than the first of the next month). In addition the notice must include a 30 day notice of termination of the HAP Contract. The HAP Contract termination is in the event the owner fails to make repairs or refuses to complete HQS deficiencies before or after the abatement period expires. If repairs are completed before the effective termination date, the termination may be rescinded by AHA, if tenant chooses to remain in the unit.

F. DETERMINATION OF RESPONSIBILITY

[24 CFR § 982.404(b)]

The following deficiencies are considered the responsibility of the family:

1. Tenant-paid utilities not in service; (i.e. tenant fails to pay electric utility bill, so service is disconnected)
2. Failure to provide or maintain family-supplied appliances; (i.e. tenant fails to fix the tenant's gas stove)
3. Damage to the unit or premises caused by a household member or guest that is beyond normal wear and tear.

The owner is responsible for all other HQS violations.

The owner is responsible for abatement of all vermin and insect infestations even if caused by family's living habits, such as bad housekeeping. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. AHA may terminate the family's assistance on that basis. Owners must ensure that the unit is kept in a decent, safe and sanitary condition.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

Non-Emergency HQS Violations

If non-emergency violations of HQS are determined to be the responsibility of the assisted family, AHA will require the family to make any repair(s) or correction(s) needed within 30 days. A written notice will be sent to the tenant (with a copy to the landlord) stating that if the repair(s) or correction(s) are not made within the time allotted, AHA will terminate the HAP Contract and the Housing Choice Voucher. Termination to be effective in not less than thirty days. Any requests by the family for an extension of time to make repairs must be approved by the Housing Assistance Coordinator. Under no circumstances will the owner's rent be abated for failure to correct HQS violations that are the family's responsibility.

PART IX

PAYMENT STANDARDS, OWNERS RENT AND RENT REASONABLENESS

INTRODUCTION

The Payment Standard is used to calculate the housing assistance payment that AHA pays to the owner on behalf of the family leasing a qualified unit. This PART explains the procedures AHA will undergo for establishing and revising its Payment Standard Schedule initially, as well as annually, and how it will determine and handle housing assistance payments to owners, and how it will ensure that rents charged by owners to housing choice voucher program participants are reasonable and in line with unassisted market rents.

A. PAYMENT STANDARD

[24 CFR § 982.503]

The Payment Standard for each unit size will be set at 90% to 110% of the published Fair Market Rent (FMR) for each new housing choice voucher program funding increment authorized under a new Annual Contributions Contract (ACC). In addition, AHA will monitor the local rental market conditions and will adjust its Payment Standard Schedule, up or down, depending on what the conditions reveal to AHA about actual rental market costs.

Annual Adjustment to Payment Standard

At least annually, AHA will review its Payment Standard to determine whether adjustments are needed for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements. The Payment Standard may be adjusted 90% to 110% of current FMR without prior HUD approval in order to increase/decrease contract rents in accordance with local rental housing market conditions.

AHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standard.

1. Rent Burdens to Assisted Families;
2. Availability of Suitable Vacant Units and Rents Below the Payment Standard Amounts;
3. Size and Quality of Units Selected;
4. Time to Locate Housing;
5. Vouchers Expired without Leasing; and
6. Large Number of Families Moving Out of AHA Jurisdiction.

Lowering of the Payment Standard

The Payment Standard may be lowered when studies or analysis reveal that the Payment Standard should be lower, in which case, the Payment Standard will not be less than 90% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition, which would affect their Voucher size.

Documentation of Review of Payment Standards

AHA will maintain documentation of its review of its Payment Standard schedule to support its determination to change or not to change the payment standard amounts on the schedule.

Financial Feasibility

Before increasing the Payment Standards, AHA may review the annual budget to determine the impact projected subsidy increases would have on funding available for the program versus the number of families served.

Application of the Payment Standard

AHA will use the payment standard to calculate the monthly housing assistance payment for a family under the housing choice voucher program. The HAP is determined by taking the lower of the:

- Payment standard minus the Total Tenant Payment (TTP); or
- Gross rent for the unit minus the TTP.

If the gross rent is lower than the payment standard, the family will pay the full TTP. If the gross rent is higher than the payment standard, the family will pay the TTP plus the amount by which the gross rent exceeds the payment standard. In any case, the family's TTP may not exceed 40% of adjusted income in the initial year of the lease.

Payment Standard Amount for the Family

The payment standard amount for a family is the lower of:

- Payment standard amount for the family voucher size, or
- Payment standard amount for the size of the unit actually leased by the family.

Higher Payment Standard Amount as a Reasonable Accommodation

AHA also reserves the right under this Plan to establish a higher payment standard amount within the basic range (90% to 110% of FMR) as a reasonable accommodation for a disabled family. AHA also reserves the right to petition HUD to approve a higher or lower payment standard outside the 90% and 110% basic range.

Per HUD Notice 2013-03 AHA has adopted the HUD provision to establish a payment standard of not more than 120 percent of the fair market rent (FMR) without HUD approval as a reasonable accommodation. A "Request for Reasonable Accommodation Form" should be filled out and submitted to the Associate Director and Section 8 Housing Assistance Coordinator for approval.

B. HOUSING ASSISTANCE PAYMENTS TO OWNERS

When AHA has determined that the unit meets the minimum HQS as defined in Part VIII of this Plan, and that the lease is approvable and that the rent is reasonable, it will then execute the Housing Assistance Payments (HAP) Contract with the owner.

The maximum subsidy for each family is determined by the Payment Standard, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's monthly gross income, or 30% of the family adjusted monthly income, or the Minimum Rent of \$50.00 whichever is greater).

The Payment Standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

Rent Specials

From time to time landlords and multi-family apartment management companies may offer certain types of specials (or sales) as an incentive to attract new tenants to their particular unit or apartment complex. These special offers, more often than not, may include "free rent" offers for one or more months, if the tenants sign a lease agreement for multiple months (often for a 12 month long term). Under existing equal housing opportunity laws, such specials must be made available to both rent assisted and non-assisted prospective tenants. Therefore, AHA will require that "free rent" incentives to AHA Section 8 assisted tenants be based on the monthly rent charged for the unit to be leased. **The "free rent" must be equal to the rent advertised and credited to the assisted tenants rent account in the first month of**

the lease. Thereafter, regular rent and HAP payments from both the assisted tenant and AHA shall commence in the subsequent month through the twelve-month term of the initial lease.

C. MAKING PAYMENTS TO OWNERS

AHA will begin processing payments to the landlord once the HAP Contract and Lease is executed. When there are changes in the amount of housing assistance payment, the effective date and the amount of AHA payment is communicated through a “rent adjustment notice” mailed to both parties. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Normally, housing assistance payment checks (or direct deposits) are processed and disbursed to owners twice each month. Exceptions may be made with the approval of the Rental Assistance Program Manager in cases of hardship.

Checks that are not received by an owner will not be re-issued until every effort has been made to locate the missing check. AHA will issue a stop payment with the bank after 15 days on the missing check and a new check will be issued to the owner at the next scheduled payment processing cycle-ter an investigation has been completed regarding the status of the missing check.

Direct Deposit of HAP

Beginning July 1, 2007, AHA will require that all **new** landlords entering into a Housing Assistance Payments Contract for the first time **register for Direct Deposit** of their housing assistance payments into a bank or credit union account.

D. RENT INCREASE REQUESTS FROM OWNERS

Owners may not request rent increases under the Housing Choice Voucher Program prior to the expiration of the first or subsequent year(s) of the lease.

Owner must submit a request to increase rent in writing to AHA. And the owner must submit the written request at least 60 days (two months) prior to the effective date of the increase. This 60 day rule will allow time for AHA to consider the reasonableness (or lack thereof) of the proposed rents increase and still allow enough time for giving the required thirty-days written advance notice to tenant of rent increase, as required by state law (the New Mexico Owner-Resident Relations Act), if the AHA approves of the proposed rent increase. **There will be no exceptions to the minimum 60 days in advance written request to increase rent notice from owner requirement.**

The approval or disapproval decision regarding the owner’s rent increase request will be based on Rent Reasonableness determination. The rent adjustment may be an increase or decrease, but may not result in a contract rent lower than initial contract rent on the current HAP Contract.

NOTE: Updated family income documentation is not required to process an approved rent increase when the family’s TTP is not affected. Once a rent increase has been approved, the Inspection Department will transfer all corresponding paperwork attached to the annual inspection packet to the Section 8 Department by no later than 30 days prior to the renewal date.

Disapproval of Owners Rent Increase Request

If AHA rejects the owner’s request for rent increase on the basis that the request fails the rent reasonableness test and the owner rejects AHA's determination, the owner may offer the tenant a new lease without housing assistance; give the tenant a thirty day notice of non-renewal of lease to terminate the lease, or the owner and tenant can enter into a mutual recession of the lease agreement. If the tenant wishes to remain in the unit in the future, unassisted, and start paying all of the full monthly rent without assistance, then the AHA will terminate the family’s Housing Choice Voucher.

E. RENT REASONABLE DETERMINATIONS [24 CFR 982.4; § 982.54(d)(15); § 982.158(f)(7); § 982.507]

AHA will make every effort to ensure that rents charged by owners to housing choice voucher program participants are reasonable.

Rent reasonableness determinations are made:

- a. prior to units being placed under HAP Contract for the first time;
- b. when owners request a rent increase;
- c. if there is a five percent decrease in the published FMR; or
- d. at the direction of HUD.

AHA will compare, document, and certify on a case-by-case basis that the approved rent does not exceed the rents charged for similar sized unassisted units in the marketplace. The owner will be required to document and certify that the subject rental unit does not exceed rents charged by the owner for equivalent assisted or unassisted units in the same building or complex, and will make the certifications on both the RFTA and HAP Contract Addendum.

At least two (2) comparable units will be used for each rent determination. All comparables must be based on the rent that the unit would command if leased in the current market. The term “leased in the current market” means a comparable unit that is currently under lease.

F. PHA RENT REASONABLENESS METHODOLOGY

How market data is collected

AHA will collect and maintain data on unit information and market rent in AHA jurisdiction. Information sources may include www.GoSection8.com, newspapers, realtors, appraisers, market surveys, landlords, and other available sources. At a minimum, unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

How rents are determined

AHA uses a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geo-coded maps will be used to identify the unsubsidized units in closest proximity (e.g., within 3 to 6 miles) to the subject unit, and unit data information will be used to select the most similar units.

In comparing rents, AHA will take into account critical market factors that impact rent, including the location, quality, size, unit type and age of the contract provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, the AHA will determine whether those differences impact rent. Where they do, the AHA will adjust the rental value of the comparable units, up or down, based on assistance will be compared to the *adjusted* rents for the comparable units, enabling a fair, accurate, market based determination of rent reasonableness.

AHA will notify the owner of the rent AHA can approve based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. The PHA will consider this information when making rent determinations. The owner must submit any additional information within 5 business days of AHA’s notification.

PART X

ANNUAL and INTERIM RECERTIFICATIONS

[24 CFR § 982.516]

INTRODUCTION

HUD regulations require that AHA reexamine the income and composition of all Housing Choice Voucher families at least annually. AHA will also require participating families to report interim changes in family income or other family circumstances. These changes may affect the amount of housing assistance they can receive including their continued participation in the program. In addition, AHA is required to inspect the assisted unit at least annually or prior to the anniversary date of the HAP contract to ensure continued HQS compliance. These activities must be coordinated to ensure that they are completed in accordance with program regulations. This PART defines AHA's policy for conducting and coordinating annual recertification requirements. It also explains the interim changes reporting requirements for families, and the standards for timely reporting.

Supervisory Monitoring Requirements (Quality Control)

SEE PART VIII- Quality Control (QC) Inspections

A. REQUIRED ANNUAL ACTIVITIES

[24 CFR § 982.516; § 982.405]

There are two activities AHA must conduct on an annual basis:

1. Annual Re-certification of Income and Family Composition; and
2. HQS Inspection.

Every family is required to re-certify at least annually. The only exception to this requirement is when a family moves to another assisted dwelling unit prior to the HAP contract anniversary date of their previous unit. In these instances, the family will be re-certified as part of the relocation process. This will satisfy the annual reexamination requirements for the relocating family. All required recertification activities will be carried-out as originally scheduled until the relocation HAP is executed.

B. ANNUAL RECERTIFICATION

[24 CFR § 982.516]

Reexamination Notification to the Family

The assisted family will be notified by mail of the scheduled date for the in-office annual re-certification of income and household membership appointment and of the date of the unit HQS inspection. A notice will be mailed to the property owner, advising the owner of the pending expiration of the HAP contract and annual HQS inspection appointment. The tenant/owner will be notified at least two weeks prior to the scheduled in-office appointment and unit inspection.

Family Non-Cooperation and Termination of Assistance Notification

If the family fails to comply with the scheduled in-office and/or inspection appointment, and has not called to reschedule or make prior arrangements, AHA will then send a 2nd letter scheduling a second appointment and/or inspection. If the family fails to keep the second scheduled appointment and/or inspection, and has not rescheduled or made prior arrangements, AHA will send out a 3rd letter to both the tenant and owner, sent by both Certified Mail and regular U.S. mail, giving written notice to both owner and tenant that AHA will terminate the HCV and/or HAP.

NOTE: Exceptions to the Non-Cooperative notice policy may be made by the Housing Assistance Coordinator, and only if the family is able to provide evidence through documentation that an emergency situation prevented the family from keeping the scheduled appointments.

Tenant Rent Increases

If the Tenant rent to owner reflects an increase, a notice of the tenant rent increase will be mailed to the family 30 days prior to the effective date of the re-certification.

If less than 30 days remain before the effective date of the annual re-certification; the tenant rent increase will take effect on the first day of the month following the 30 days notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date of the re-certification.

If the tenant rent to owner increases as a result of the reexamination, the assisted family must be given the opportunity to request an informal meeting with AHA staff to dispute the basis for the increase.

Tenant Rent Decreases & Determination of Zero Income

If tenant rent to owner decreases, it will take effect on the first day of the following month.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, the change will be effective on the first day of the month following completion of the reexamination process.

Families declaring zero income status must complete a “Zero Income Questionnaire” and provide all required documentation based on assistance listed on the form. In addition, AHA will also require the family to complete a release in order to perform a credit check. The purpose of the credit check is to identify any hidden assets or assistance not being reported to AHA. FICO scores will not be utilized to determine whether a family qualifies for zero income status, and the credit check will only be run at time of initial zero income determination. AHA will incur any and all fees associated with performing the credit check (See additional provisions on page 21 of this Administrative Plan).

An interim reexamination will be scheduled every 90 days for families who report zero income.

Notification of Annual Reexamination Results

AHA will notify the family and owner of the results of the annual reexamination in writing. The notice, at a minimum, will provide the following information on the results of the reexamination:

- Increase/Decrease in Contract Rent;
- Amount and effective date of the family’s rent contribution; and
- Amount and effective date of the Housing Assistance Payment (HAP).

C. REPORTING INTERIM CHANGES

[24 CFR § 982.516]

HUD and AHA require program participants to report any changes in household composition and income to AHA in between annual reexaminations of income. All household income changes must be reported to AHA by the participant, in writing, and by appointment with the assigned Housing Services Specialist within ten days of the date the change occurred.

Interim (Changes in Income) Reexamination Policy:

AHA will process rent increases for any increase per household that totals more than \$200 monthly, providing the minimum 30-day notice of rent increase requirement.

An interim reexamination does not affect the date of the required annual recertification.

Interim Rent Change Effective Dates

Increases: If the change in income/family composition results in an **increase** in the tenant portion of the rent, the change will become effective on the first day of the month following the change. This will allow for the mandatory 30 days notice as required by state law. The Housing Services Specialist must have received all required documents and third party verifications prior to processing a change.

Decreases: If the change in income/family composition results in a **decrease** in the tenant portion of the rent, the change will become effective on the first day of the month following the change, only if all required documentation and third party verifications have been received by the Housing Services Specialist **prior to the 25th of the month.**

Timely Reporting of Changes in Income, Assets and Family Composition

When the Change Is Not Reported By the Tenant in a Timely Manner

- If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:
- In the event the change in income/family composition is not reported in a timely manner, the rent increase will be made effective the first day of the month, following receipt of all documents and third party verifications by the Housing Services Specialist. This will allow for the required 30 days notice.
- Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpayment of housing assistance and will be required to repay all overpayment amounts. If it is determined the family is unable to repay the amount in full due to a lack of available funds, the family may be required to enter into a Repayment Agreement with AHA.
- The exception is if the family specifically requests the change occur sooner, in order to avoid repayment requirements of any overpayments in subsidy for that period.
- Decrease in Tenant Rent will be effective on the first of the month following completion of processing by AHA and not retroactively.

Other Interim Reporting Issues

NOTE: No interim changes will be processed for any decrease in income for fewer than 30 days in duration.

D. CHANGES IN FAMILY COMPOSITION

Increases in Family Size

The assisted family will be required to obtain prior AHA approval of additions to the household before person(s) occupy the assisted unit.

Any tenant wishing to add a minor to the household (other than by birth or foster care) must provide acceptable guardian documentation including Court Awarded Custody Documents, or Court Documents showing that custody is in process. NOTE: The Section 8 Housing Assistance Coordinator has the discretion to accept a letter from a CYFD case manager on a temporary basis while legal custody or guardianship is in process. The letter must be printed on official letterhead, be faxed directly to the AHA office, include a photo copy of the case manager's official business card and stipulate the housing needs of the minor child(ren) in order to be considered for approval. **If guardianship/custody cannot be established within 90 days, the assigned HSS will follow up with the CYFD case manager, verify the current status, and document the file as to the agreed upon next steps regarding the additions of the minor children to the household.**

The custody MUST be for more than one year duration in order to increase unit size for non-court ordered custody.

AHA will deny a family's request to add new household members who are:

1. Persons who have been evicted from any federally assisted housing;
2. Persons who have previously violated a family obligation listed in 24 CFR §982.551 of the HUD regulations;
3. Persons who have been part of a family whose assistance has been terminated under the housing choice voucher program;
4. Persons who have been arrested, formally charged or convicted for drug-related or other violent criminal activity;
5. Persons who commit fraud, bribery or any other corrupt or criminal act in connection with federal housing programs;
6. Persons who currently owe rent or other amounts to AHA or to another PHA in connection with the Section 8 or public housing assistance programs under the 1937 U.S. Housing Act;
7. Persons who have engaged in or threatened abusive or violent behavior against AHA staff;
8. Adult additions must provide a verifiable work history for the last 12 months or other steady income for the last 12 months. Exceptions must be approved by the Housing Assistance Coordinator; and
9. The U.S. Citizenship/Immigration Status of additional family members must be declared and verified.

NOTE: If the addition(s) would result in overcrowding according to HQS maximum Occupancy Standards, AHA may issue a larger housing choice voucher (if needed to comply with Subsidy Standards) for additions to the family.

Approval from Landlord of Household Member Additions

Approval of any household member additions MUST be obtained from the participating landlord in writing prior to requesting consideration for approval from AHA. If the family does not obtain prior written approval from the owner and AHA, any person the family has permitted to move in will be considered an unauthorized person.

Decreases in Family Size

Families are required to notify AHA if any family member leaves the assisted household. In addition, the head of household MUST complete a Continued Occupancy form and certify by their signature, that the household member has left the assisted dwelling unit. In addition, the family must provide the new address of the adult family member who has moved out, and verifiable documentation connecting them to their new address (i.e., a current lease, utility bills, postal service change of address authorization, cell phone bills, voter registration, drivers license, automobile registration, bank statements, paystubs etc.); letters from friends and/or family will not be accepted.

NOTE: If none of the verifiable documents listed above are available after serious attempts have been made to collect them, the Section 8 Supervisor/Manager may approve the use of the completed Continued Occupancy form to remove the absent household member.

If a minor child has moved from the unit, a letter from the current guardian of the child should be in the file.

Temporarily/Permanently Absent

[24 CFR §982.54(D)(10), 982.551 (H) (2), (3), (7)]

AHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, AHA must count the income of the spouse or the head of the household if that person is temporarily absent. If the spouse is temporarily absent and in the military, all military pay and allowance (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define from time-to-time) is counted as income.

Income of persons permanently absent will not be counted.

AHA will evaluate absences from the unit using this policy as well as form HUD-52646 (Housing Choice Voucher) Section 4.,B.,7, form HUD-52641 (HAP Contract) Part B, 7, a, (4), form HUD-52641-A (Tenancy Addendum) 3, c.,

Absence of Entire Family (Skip)

[24 CFR §982.551(7)i]

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit or in cases where the family has moved out of the unit. AHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required to notify AHA before they move out of a unit and to give AHA information about any family members' absence from the unit.

If it is determined that the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered abandoned and housing assistance will be terminated.

In order to determine if the family has abandoned the unit, AHA will carry out the following confirmation activities:

- Write letters to the participant family at the unit.
- Telephone the family at the unit.
- Interview neighbors/landlord.
- Verify if utilities are in service.
- Verify if children are enrolled in local schools.

If the absence that resulted in termination of assistance was due to a tenants disability, and the tenant (or relative, case worker, other interested professional) can verify that the tenant was unable to notify AHA, in accordance with the tenants responsibilities, AHA may reinstate the family as part of reasonable accommodation requirements if requested by the tenant and if funding is available at the time.

Absence Due To Medical Reasons

If any member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, AHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with AHA's "Absence of Entire Family" policy.

Note: Exemptions shall be considered for a head of household whose absence from the unit will exceed no more than six months due to medical reasons. The Housing Assistance Coordinator shall consider approval for exemptions only upon receiving verifiable documentation as to the medical emergency.

Absence Due to Incarceration

If any member is incarcerated for more than 30 consecutive days (furloughs included), he/she will be considered permanently absent.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, AHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 2 months from the date of removal of the child/children, the child/children will be removed from the household composition. If a social services agency transitional plan is in place the HCV size will not be reduced.

Absence of Adult(s) members or Head of Household

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, AHA will treat that adult as a visitor for the first 30 days. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Housing Choice Voucher will be transferred to the caretaker **provided all eligibility requirements are met**. If the court has not awarded custody or legal guardianship, but the action is in process, AHA will secure verification from the social services agency or the attorney as to the status. The caretaker will be allowed to remain in the unit, until a determination of custody is made.

When AHA approves a person to reside in the unit as caretaker for the child/children, the income should be counted. AHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases. If a member of the household is subject to a court order that restricts him/her from the home for more than 3 months, the person will be considered permanently absent.

If a household member, other than head, co-head or spouse goes into the military, they will be considered permanently absent from the household.

Students Attending an Institute of Higher Education Outside AHA Jurisdiction

A student (other than head of household or spouse) who attends school outside AHA's jurisdiction, but lives with the family during school recesses may, at the family's choice, **be considered permanently absent**.

If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size if the family decides to move during the absence.

Remaining Member of a Tenant Family

To be considered the remaining member of the tenant family, the person must have been previously approved by AHA to be living in the unit and be permitted by law to execute legal documents. A live-in attendant for all intent and purposes, (other than a blood relative who is providing live-in services and who will be assuming custody of minor children, and will be treated as a remaining member of a family, provided that documentation from a state or local social services agency has authorized the custody of the remaining minor family members to the live-in attendant) will not be considered a remaining member of a family.

To be eligible to become a remaining member head of household the remaining member:

MUST be at least 18 years old or 16 years old and “emancipated” by a legal proceeding and can provide documentation of the emancipation;

MUST have been an authorized member of the household at the time the head of household relinquished their status as head of household by moving-out of the assisted unit;

NOTE: A reduction in family size may require a reduction in the housing choice voucher size.

Visitors

Any adult not included on the Form HUD-50058, Family Report, who has been in the unit more than 14 consecutive days, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an **unauthorized** household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member. Statements from neighbors and/or the landlord and/or law enforcement officers will be considered in making the determination.

The use of the unit address by anyone other than an approved household member for any purpose is prohibited.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized household member and AHA will terminate assistance since prior approval was not requested.

E. LIVE-IN ATTENDANTS

A family may include or add a "Live-In Attendant" to the lease provided that:

1. The Live-In Attendant(s) has been determined by AHA to be essential to the care and well being of the elderly, handicapped or disabled family member based on an independently verifiable written statement from a qualified attending physician; and,
2. The Live-In Attendant is not obligated for the support of the elderly, handicapped, or near elderly (50 to 61 years of age), or disabled member; and
3. The Live-In Attendant would not otherwise be living in the unit except to provide care of the elderly, handicapped or disabled family member; and whose income will not be counted for purposes of determining eligibility or rent; and who may not be considered the remaining member of the tenant family.
4. The Live-In Attendant was NOT a member of the household for a least one year prior to being admitted as a Live-In Attendant.

Relatives are not automatically excluded from qualifying as live-in attendants, except for a spouse, co-head of household, former spouse or co-head, but must meet the definition described above. The Housing Assistance Coordinator shall have the discretion to over-ride this policy in **special circumstances** where the policy will adversely impact a family member's need for a live-in attendant.

A Live-In Attendant with dependents, spouse, or domestic partner who will attend to a sole occupant may qualify as a Live-In Attendant, so long as it **does not** cause overcrowded conditions **or increases the bedroom size other than what is necessary to house the eligible tenant family and the Live-In Attendant.**

Live-In Attendants (whether related or not) **cannot be classified as the remaining member** of the tenant family for purposes of continuous assistance when the sole eligible person they are attending dies or leaves the program. To determine whether a Live-In Attendant is "essential" to the care and well being of the elderly, handicapped or disabled person, AHA will provide the tenant with a "Reasonable Accommodation Request" form to be completed by **health care professional familiar with the applicant's/tenant's medical condition and health care needs.**

Live-In Attendants will be required to sign a written statement stating that the attendant will be living in the unit for the sole purpose of providing care for the elderly, handicapped or disabled family member. The Live-In Attendant must also provide a copy of their Social Security card, birth certificate and Declaration 214.

At its discretion, AHA has the right to **disapprove a request for a Live-In Attendant** based on the "Other Criteria for Eligibility" described in this Policy. In accordance with federal guidelines, the **income of the Live-In attendant** is exempt from the family's total income. AHA reserves the right to verify the income to confirm that the live-in attendant is in compliance with the policies in this ACOP. Criminal background and ICE checks shall be performed for all Live-In Attendants as prescribed in this Administrative and Continued Occupancy Plan.

F. DISABILITY RELATED OVERNIGHT CARE

In cases where an elderly/disabled program participant requires additional care but does not specifically require a live-in attendant, HUD PIH Notice 2010-51 (HA) allows a PHA to approve an extra bedroom as a reasonable accommodation for "Disability Related Over night Care". AHA will allow this type of accommodation if requested by an elderly/disabled member of a household and our agency may request additional information from a qualified medical provider in order to make a determination of approval or denial.

G. CONTINUANCE OF ASSISTANCE FOR MIXED IMMIGRATION STATUS FAMILIES

Under the Non-citizen Rule, "Mixed Families" are families that include at least one U.S. citizen or eligible immigrant and at least one non-citizen or ineligible immigrant. The non-citizen rule was made effective prior to November 29, 1996, and "Mixed Families" who were participants on June 19, 1995, shall continue receiving full assistance, if they meet the requirements of the November 29, 1996 rule. In the event they do not qualify for full assistance, the family will be subject to prorated assistance.

H. SPECIAL CONSIDERATION FOR CONTINUED ASSISTANCE FOR MILITARY PERSONNEL

Military personnel participating in the Section 8 Rental Assistance Housing Programs who are deployed to active duty and, who will not continue to occupy the assisted unit, will be terminated in accordance with federal program regulations and these administrative policies.

In addition, AHA shall give **special consideration** to military personnel who have been deployed to active duty in the armed forces because of a declared military conflict. This includes regular U.S. Armed Forces and National Guard military personnel. These **special considerations** include the following:

1. Allow a guardian to move into the Section 8 assisted unit to provide care for any dependents the military person leaves behind in the unit. Income of the guardian temporarily living in the unit for this purpose shall not be counted in determining family income for purposes of determining family rent portion. The guardian must undergo and pass the required background check performed on all adult household members.
2. Allow the HCV housing assistance payment to continue for a reasonable period of time (depending on the length of deployment, but not to exceed eighteen months) beyond that required by Service members Civil Relief Act ("SCRA"), 50 U.S.C. 501 et seq., even though the adult members of the military family are temporarily absent from the assisted unit and only as long as the guardian and dependents continue to occupy the assisted unit.
3. AHA shall waive the waiting list requirements for military personnel returning from active duty who at the time of their deployment surrendered their Section 8 housing assistance. Military personnel returning from active duty that request that their HCV be reinstated **must** provide documented evidence of their release from active duty and they meet the program eligibility requirements of the program prior to issuance of a HCV.

PART XI

RELOCATIONS WITH CONTINUED ASSISTANCE AND PORTABILITY

INTRODUCTION

This PART defines AHA policies and procedures for moves with continued assistance, both within AHA's jurisdiction, and the policies for restriction and limitations on moves under portability. HUD regulations permit families who have been issued a Housing Choice Voucher to use that voucher to lease a unit anywhere in the United States where there is a housing agency operating a housing choice voucher program. This includes any move with continued assistance to another unit within AHA's jurisdiction, or to a unit outside of AHA's jurisdiction under federal "portability" procedures. HUD regulations allow AHA the discretion to develop policies that define any limitations or restrictions on moves with continued assistance, provided that such policies conform to instructions found in **HUD PIH Notice 2004-12**.

A. ALLOWABLE MOVES WITH CONTINUED ASSISTANCE

A family may move to a different dwelling unit with continued assistance if:

1. The family has given proper notice of lease termination in accordance with the terms of the lease and/or as required by State or local law.
2. The owner has given the family a notice to vacate.

B. RESTRICTIONS ON MOVES/RELOCATIONS

[24 CFR § 982.314, 982.552(a)]

Voucher holders **will not** be allowed to move/relocate within AHA's jurisdiction during the initial lease year. Following the initial lease year, voucher holders will only be allowed one move/relocation per year.

AHA will deny authorization to move/relocate if:

1. The move would be the second move within one year from the last approved relocation;
2. There is insufficient funding for continued assistance;
3. The family has violated a Family Obligation; or;
4. The family owes the AHA monies.

NOTE: The Section 8/Program Manager may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control, the move will provide for education opportunities, job training, gainful employment, avoiding a domestic violence situation, access specialized medical care required by a household member that is not offered in AHA's jurisdiction, or if the landlord gives the tenant a mutual rescission of lease agreement. Proper verifiable documentation is required in order to approve any and all exceptions.

C. PROCEDURE FOR MOVES/RELOCATIONS

[24 CFR § 982.314]

Issuance of Housing Choice Voucher

Subject to the aforementioned restrictions on moves/relocations, AHA staff will issue the "Relocation" Voucher documents **ONLY** after conducting a recertification of the family's eligibility, including completing the AHA Continued Occupancy/Re-Certification Application form.

The annual recertification date will be changed to coincide with the new lease date upon the relocation (move) of the tenant family to another assisted unit.

If the family does not locate to another dwelling unit, they may remain in the current unit with assistance so long as the owner permits, and the owner and tenant notify AHA in writing prior to the termination date of the lease as specified in the 30 day notice and/or Mutual Rescission of Lease.

Notice Requirements

Briefing sessions will emphasize the family's responsibility to give the owner and AHA proper written notice of any intent to move.

The family must give the owner the required number of days of advance written notice of intent to vacate, as specified in the lease or as required by State and/or local law (i.e. a written notice of lease termination 30 days in advance). **The family MUST give a copy of the written notice of lease termination to AHA prior to "Relocation" voucher documents being processed and issued.**

D. RESTRICTIONS ON PORTABILITY

Applicants

A family that has not yet leased a unit under the housing choice voucher program is eligible for portability, if the head of household or spouse was a resident of AHA's jurisdiction for a least one (1) year at the time the application for assistance was submitted. A "resident" for the purpose of determining eligibility for portability, is a person who has a legal domicile (e.g., residency) in AHA's jurisdiction. The applicant must provide AHA with verifiable documentation to prove residency prior to being permitted to exercise portability of their voucher. A lease, school records, a voter registration or other similar records are acceptable forms of documentation to demonstrate and certify legal domicile.

The only exception to the domicile policy is for those applicants residing in a nursing home outside AHA program jurisdiction, but within the State of New Mexico and who qualify to participate in HUD's Project Access Housing Choice Voucher Program initiative. These applicants will also be required to reside within the State of New Mexico in the first year of assisted occupancy except for circumstances identified below.

Participants

After being housed in AHA's jurisdiction, **the participant WILL NOT be permitted to exercise portability during the first year of assisted occupancy, except in the following circumstances:**

- The family's move will provide education opportunities, job training or gainful employment, or access to specialized medical care required by a family household member that is not offered in AHA's jurisdiction; or
- A family member is a victim of domestic violence, dating violence, or stalking, and by relocating outside the AHA's jurisdiction will protect the family or a family member from domestic violence, dating violence or stalking.

AHA **will not** permit families to exercise portability:

1. If the family is in violation of a family obligation;
2. If the family owes money to AHA for overpayment of subsidy; or
3. If the family has moved from the assisted unit in violation of the lease.

E. INCOMING PORTABILITY

[24 CFR § 982.354 thru 982.355]

AHA will accept a family with a valid Housing Choice Voucher from another jurisdiction (PHA) and **administer or absorb** the Voucher in accordance with federal regulations and HUD Notice PIH 2004-12. AHA will issue its own Housing Choice Voucher to the family porting into AHA's jurisdiction only if funding is available. The term of the voucher will remain the same as the term that was first issued by the initiating PHA.

Administration of Portability Voucher

If AHA elects to administer the incoming Voucher, AHA will issue the family a "Portability" Voucher in accordance with its Subsidy Standards.

The in-coming family may only change the family composition prior to lease up in accordance with this Administrative Plan on "additions to family".

The family must submit a RFTA for an eligible unit to AHA (the receiving PHA) during the term of the receiving PHA's Voucher. AHA may grant extensions as prescribed within this Plan. **However, if the family decides not to lease in AHA's jurisdiction, the family must notify the initiating PHA to request an extension on the term of the Voucher.**

Absorption of Portability Voucher

AHA will absorb **ALL INCOMING** Housing Choice Vouchers (families) provided program funding is available. If AHA does not absorb the incoming Voucher, it will then administer the "Initial" PHA's Voucher. In either case, AHA policies will prevail in the administration of the incoming Voucher. Incoming portability family's are not subject to "domicile" requirements since AHA will be the receiving PHA.

Income and TTP of Incoming Portables

[24 CFR § 982.353(d)]

As the receiving PHA, AHA will conduct a recertification interview but will only verify the information if the documents provided are over 60 days old or there has been a change in the family's circumstances whichever is applicable. If AHA conducts a recertification of the family, it will not cause a delay in the issuance of a Voucher. **If the family's income is such that a zero (\$0) subsidy amount is determined prior to leasing in AHA's jurisdiction, AHA will not enter into a HAP contract on behalf of a family who will receive no rental assistance from the program.**

Requests for Tenancy Approval (RFTA)

When the incoming family submits a RFTA, it will be processed using AHA's policies. If the Family is successful and executes a Lease, AHA will notify the "Initial" PHA within 30 days, and the billing process will commence immediately.

If AHA denies assistance to the family, AHA will notify the "Initial" PHA within 30 days and the family will be offered a review or informal hearing as provided for in this Plan.

Terminations

AHA will notify the "Initial" PHA in writing of any termination of assistance within 30 days of termination. If an informal hearing is required and requested by the Family, the hearing will be conducted by AHA, using the regular hearing procedures prescribed in this Plan. A copy of the hearing decision will be furnished to the "Initial" PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the "Initial" PHA notifies AHA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, AHA will terminate assistance to the family.

Required Documents

As the Receiving PHA, AHA will require the documents listed on the HUD Portability Billing Form from the "Initial" PHA to include the following.

1. A copy of the family's Housing Choice Voucher, to include issue and expiration dates, formally acknowledging the family's ability to move under portability;

2. Form HUD-52665 Portability and the most recent Form HUD-50058;
3. Declarations of U.S. Citizenship/Alien Status; and
4. Income Verifications.

Billing Procedures

As the Receiving PHA, AHA will bill the “Initial” PHA monthly for Housing Assistance Payments, including Administrative Fees and for any other Special Claims in accordance with HUD PIH Notice 2004-12.

AHA **will bill** 100% of the Housing Assistance Payment, 100% of any Special Claims and 80% of the Administrative Fee (at the “Initial” PHA’s rate) including any other HUD-approved fees, for each "Portability" housing choice voucher leased as of the effective date of the HAP Contract.

AHA will notify the “Initial” PHA of changes in subsidy amounts and will expect the “Initial” PHA to notify AHA of changes in the Administrative Fee amount to be billed.

F. OUTGOING PORTABILITY

AHA will provide pre-portability counseling for the family by providing the following information:

1. AHA will notify the Receiving HA that the family wishes to relocate into its jurisdiction.
2. AHA will advise the family how to contact and request assistance from the receiving HA.
3. Determine if the receiving PHA will absorb the family.

AHA will provide the following documents and information to the Receiving PHA in accordance with HUD PIH Notice 2004-12:

1. A copy of the family's Housing Choice Voucher, with issue date and expiration date, formally acknowledging the family's ability to move under portability.
2. The most recent forms HUD-50058, HUD-52665 and income verifications.
3. Declarations and verifications of U.S. Citizenship/Alien Status.

The Receiving PHA must notify AHA within 10 days of having executed a HAP Contract of the following:

1. If the Receiving HA decides to absorb the family into their own program.
2. If the family leases up or fails to submit a Request for Tenancy Approval within the required 60 days.
3. If assistance to a family has been terminated by Receiving PHA.
4. If the family requests to move to an area outside the Receiving PHA’s jurisdiction.

Payment to the Receiving PHA

Payments for families in other jurisdictions will be made to other PHA's when billed or in accordance with other HUD approved procedures for payment. When billed, AHA will reimburse the Receiving PHA for 100% of the Housing Assistance Payment, 100% of the Special Claims if any, and 80% of the Administrative Fee (at the “Initial” PHA's rate), and any other HUD- approved fees.

PART XII

CONTRACT TERMINATIONS

INTRODUCTION

AHA understands that in order to preserve the integrity of the Section 8 Housing Choice Voucher Program, it is important that our families abide by their family obligations and lease agreements. It is also essential that participating landlords comply with their obligations under the terms of the Housing Assistance Payments (HAP) Contract. This PART describes the circumstances under which the contract can be terminated by AHA and the owner, and the policies and procedures that govern terminations.

A. CONTRACT TERMINATION

[24 CFR § 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and AHA may be terminated by AHA, or by the owner or by the tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by AHA to the owner after the month in which the Contract is terminated. The owner must reimburse AHA for any subsidies paid by AHA for any period after the contract termination date.

If the family continues to occupy the unit after the HAP contract is terminated, **the family is responsible for the total amount of rent due to the owner.** Under the terms of the contract, owners will have no rights to claim compensation from AHA for vacancy loss.

After a contract termination, if the family meets the criteria for a move/relocation with continued assistance, the family may enter into a lease for another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: FAMILY MOVES (RELOCATIONS)

[24 CFR § 982.314 (c)(2)]

If the family moves from the assisted unit without proper notice to the landlord and AHA, the tenant's assistance will be terminated.

If the Family moves from the Contract unit in violation of the Lease or for any other reason, AHA will not make any housing assistance payment to the owner for any month after the month when the family moves out.

C. OWNER TERMINATIONS: EVICTIONS & JUDGEMENTS

[24 CFR § 982.310, 982.455]

The owner **MUST** only terminate the lease in accordance with the provisions of the lease and HUD requirements, as well as state and local laws. The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, on or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to tenant. The owner must provide AHA with a copy of the termination or eviction notice immediately after serving the tenant family with the notice. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

During the term of the lease, including the initial term and any extensions, the owner may **ONLY** terminate tenancy for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease. A serious or repeated violation includes, but is not limited to, failure to pay rent or other amounts due under the lease;
2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises;

3. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises;
4. Any violent criminal activity on or near the premises by the tenant, household member, or guest, or any such activity on the premises by any person(s) under the tenants control;
5. Any drug-related criminal activity or alcohol abuse by household members on or near the premises and threatens the health, safety, or right to peaceful enjoyment of the premises by residents, or any such activity on the premises by any person(s) under the tenants control;
6. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug threatens or interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or by other residents in the neighborhood;
7. Fleeing by any household member to avoid prosecution, or custody or confinement after conviction for a felony or attempt to commit a felony;
8. Violation by any household member of a condition of probation or parole under federal or state law; or
9. Other good cause, including, but not limited to:
 - Family history of disturbance of neighbors, destruction of property, or
 - Behavior resulting in damage to the premises, including bad housekeeping habits.

NOTE: Tenancy will not be terminated if the criminal activity is related to an act of domestic violence, dating violence, or stalking against the applicant, voucher holder or any member of the applicant/voucher holder's household. The Owner MUST take the necessary steps to bifurcate the lease in order to protect the victim(s) of domestic violence, dating violence, or stalking, by evicting only the perpetrator from the unit.

The owner may terminate tenancy for the above listed criminal activity by any household member, regardless of whether the household member has been arrested or convicted for such activity.

During the initial lease term, the owner may not terminate the tenancy for "other than good cause" unless the owner is terminating the tenancy because of something the family did or failed to do.

The following are examples of reasons that are NOT grounds for termination of tenancy by the owner during the initial lease term:

1. Business or economic reasons;
2. Owner's desire to use the unit for personal or other use; or
3. Family's failure to accept offer of a new lease or lease revisions.

After the initial lease term the owner **MAY** terminate for the aforementioned reasons.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, AHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

If eviction action is finalized in court, the owner must provide AHA with a copy of the Judgment for Restitution, including notice of the date a Writ of Restitution will be issued.

NOTE: Public Housing or Section 8 program tenants evicted by AHA or by a participating Section 8 landlord through a court action and who are issued a “JUDGMENT FOR RESTITUTION”, or who move voluntarily after receiving a Notice of Proposed Termination of Tenancy (Breach of Lease Agreement), shall NOT be eligible for admission to the wait list under either the Section 8 or public housing rental housing assistance programs for up to three (3) years from the effective date of the JUDGMENT and/or NOTICE.

AHA must continue making housing assistance payments to the owner in accordance with the HAP Contract as long as the tenant continues to occupy the unit and the contract is not violated. **By endorsing the monthly check from AHA, the owner certifies that the tenant is still in the unit and that the tenant is in compliance with the lease and the owner with the contract.**

D. CONDITIONAL RELOCATIONS

In the event that AHA receives notification from a participating Section 8 landlord regarding potential filing of a court action for “JUDGMENT FOR RESTITUTION” or eviction and no formal Notice of Judgment for Restitution or eviction has been received by AHA, the appropriate Housing Services Specialist will issue “CONDITIONAL RELOCATION” paperwork. In these cases, the RFTA will be stamped conditional and the program participant will be informed that the relocation paperwork is conditional pending the outcome of any and all court proceedings filed by the previous owner/landlord. If dismissed by the court, AHA will nullify the conditions of the relocation. If a judgment or eviction is issued, the conditions will be enforced through termination of rental assistance in accordance with this policy document.

In some cases, AHA may not become aware of a “JUDGEMENT FOR RESTITUTION” or eviction until after the program participant has already relocated to a new unit. Should this occur, AHA will not require the owner/landlord to repay any historical HAP, rather AHA will provide the program participant and owner with a 30 day notice of HAP and voucher termination.

E. TERMINATION OF THE HAP CONTRACT BY AHA

[24 CFR § 982.404 (a), § 982.453, § 982.454, § 982.552 (a)(3)]

The HAP contract terminates automatically under the following conditions:

1. The family moves from the dwelling unit with or without notice;
2. AHA terminates program assistance for the family;
3. The owner or family terminates the lease;
4. The owner evicts the family;
5. Six months (180 days) elapses since the last housing assistance payment to the owner; or
6. The owner has breached terms of the HAP contract.

The following will be considered a breach of contract:

1. The owner has violated any obligation under the HAP Contract - Section 8 of the 1937 U.S. Housing Act (42 U.S.C. 1437f) For the dwelling unit including the owner's obligation under the HQS standards, including any standards the HA has adopted in this policy.
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
3. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
4. The owner has engaged in drug-related criminal activity.
5. If the owner has committed any violent criminal activity.

6. The owner neglects to collect a tenant's portion as required by the HAP contract, but yet continues to cash HAP payments without certifying that the tenant is still living in the unit.

Overpayment to owner

If AHA determines that the owner is not entitled to the housing assistance payment, AHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 HAP contract).

AHA may also terminate the HAP contract if:

1. AHA terminates assistance to the family.
2. AHA has insufficient funds under the consolidated ACC to continue assistance.
3. If six months (180 days) have passed since the last housing assistance payment to the owner.

Notices of Termination

AHA shall provide the owner with at least thirty (30) day written notice of termination (although payment may be abated prior to the thirty days) of the HAP contract when the HAP Contract is terminated, because the owner fails to address 24-emergency HQS violations. In these instances, AHA shall terminate the HAP contract immediately.

PART XIII

DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR § 5.902, 5.903, 5.905, § 982.4, 982.54, 982.552, and 982.553]

INTRODUCTION

AHA will deny or terminate assistance to a family because of the family's action or failure to act. AHA will provide families with a written description of "Obligations of the Family" under the program, the grounds under which AHA will terminate assistance and procedures for requesting an informal hearing. This PART describes when AHA may be required to deny or terminate assistance, including AHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

Administration

All termination of assistance procedures shall be administered fairly and impartially and in such a way as not to violate an individual's right to privacy or to discriminate on the basis of race, color, nationality, religion, familial status, disability, sex, sexual orientation, or any other legally protected group.

This policy will be posted on AHA's Customer Bulletin Board and copies made readily available to both applicants, participants and the general public upon request.

A. GROUNDS FOR DENIAL/TERMINATION

[24 CFR § 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability and AHA is aware of the disability, AHA will delay the denial or termination in order to determine if there is an accommodation that would alter the negative behavior resulting from the disability. (NOTE: Per memo from HUD General Council Helen R. Kanovsky dated January 20, 2011 - Subject: Medical Use of Marijuana and Reasonable Accommodation in Federal Public & Assisted Housing "*federal and state non-discrimination laws do not require PHA's and owners of other federally assisted housing to accommodate requests by current or prospective residents with disabilities to use medical marijuana*")

Form of Denial/Termination

Denial of assistance for an **applicant** may include any or all of the following:

1. Denial of placement on AHA waiting list;
2. Denial or withdrawal of a housing choice voucher;
3. Refusal to enter into a HAP contract or approve a lease; or
4. Refusal to process or provide assistance under portability procedure.

Termination of assistance for a **participant** may include any or all of the following:

1. Refusal to enter into a HAP contract or approve a lease;
2. Termination of housing assistance payments under an outstanding HAP contract; or
3. Refusal to process or provide assistance under portability procedures.

Mandatory Termination

[24 CFR § 982.54(d), § 982.552(b), § 982.553(a)(b)]

Housing Choice Voucher Program rules require AHA to deny admission or terminate assistance to a participating family if:

1. Any member of the family fails to sign and submit consent forms required for obtaining information on family status as part of any reexamination conducted by AHA;
2. Any family member fails to declare U.S. citizenship or provide documentation of eligible U.S. immigration status within the prescribed timeframes and extensions;
3. The family is evicted from *housing assisted under the program* for serious violation of the lease. ***Serious violations of the lease include, but are not limited to the following:***
 - a) For engaging in drug-related and/or violent criminal activity, abuse of alcohol, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment by other residents and persons residing in the immediate vicinity of the premises, or for acts of fraud, bribery or any other criminal acts in connection with the program as stated in form HUD-52646, Voucher, Part D, Sections 5 and 6;
 - b) For violations of non-payment of tenants portion of the rent and where the owner petitions and receives from the Court a Judgment of Restitution for the non-payment of rent; or
 - c) For “property damage” (*i.e., other than damage from ordinary wear and tear*) caused by a household member or any guest authorized or unauthorized by the family in excess of the Security and Damage Deposit held by the owner of an assisted unit, and **where the owner petitions and receives from the court a “Judgment of Restitution” for damages;** or
4. The family is under contract and 180 days have elapsed since the last Housing Assistance Payment was made on their behalf.

Termination for Family Action or Failure to Act

[24 CFR § 982.552(c)]

AHA may terminate assistance because of the participating family’s action or failure to act. In addition, AHA may terminate assistance by refusing to enter into a HAP contract or approve a request for tenancy, terminating housing assistance payments under an outstanding HAP contract, or refusing to process or provide assistance under portability procedures.

AHA may terminate assistance for the following reasons:

1. If the family violates any family obligation under the program identified in 24 CFR § 982.551 and 982.552;
2. Any member of the family has committed fraud, bribery, or other corrupt or criminal act related to federal housing programs;
3. Any member of the family has been evicted from federally assisted housing in the last five years;
4. Family currently owes monies to AHA or to another PHA for amounts in connection with the Housing Choice Voucher program or Public Housing assistance program;
5. Family is in breach of a repayment agreement with any PHA including AHA;
6. Family violates AHA’s policy on absence from unit;
7. AHA or any other PHA has terminated assistance under the program for any other member of the family;
8. Family has threatened or engaged in abusive or violent behavior toward AHA personnel; or
9. If a family participating in the FSS program fails to comply, without good cause, with the family’s FSS Contract of Participation.

NOTE: Abusive or violent behavior towards HA personnel includes verbal as well as physical abuse or other forms of violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that are customarily used to insult or intimidate, may be cause for termination or denial. "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. **Actual physical abuse to an AHA employee will always be cause for termination.**

Hearing Opportunity

Prior to terminating assistance, however, AHA will give the family the opportunity to request an informal hearing as prescribed in this Plan.

B. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR § 5.514, 516 and 518]

An applicant or a participating family where **ALL** household members are neither U.S. Citizens nor eligible alien immigrants are not eligible for assistance and **MUST** have their assistance terminated. AHA will offer the family the right to a hearing. In any event, assistance **MAY NOT** be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Citizenship/Immigration Alien Status Information

When AHA has clear and concrete evidence or substantial documentation, such as a permanent resident card or information from another agency, that contradicts the Declaration of Citizenship made by an applicant or program participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, AHA will provide them with an opportunity to provide a new "Declaration" as an eligible immigrant, or an opportunity to elect not to contend their status.

AHA will then verify eligible status, deny, terminate, or pro-rate as applicable. In either case, AHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination of Assistance

If the family (or any household member) claimed eligible immigrant status and the Immigration and Naturalization Service (INS) (now ICE) primary and secondary verifications failed to document the status, the family may elect to appeal to the ICE and request a hearing with AHA either after the ICE appeal or in lieu of the ICE appeal.

Upon AHA making a determination of ineligibility, the family will be notified of the determination and the reasons and will be informed of the option for pro-rated assistance (if applicable).

C. FAMILY OBLIGATIONS [24 CFR § 982.551]

1. Supply any information that AHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
2. Disclose and verify Social Security Numbers (as required under 24 CFR § 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR § 5.230.
3. Supply any information requested by AHA to verify that the family is living in the unit or information related to family absence from the unit.
4. Promptly notify AHA in writing when the family is away from the unit for thirty days or longer.
5. Allow AHA to inspect the unit at reasonable times and after reasonable notice.

6. Notify the owner and AHA before the family moves out of the unit or terminates the lease.
7. Use the assisted unit for residence only by the approved family, and the unit must be the family's only residence.
8. Promptly (within ten days) notify AHA in writing of the birth, adoption, or court-awarded custody of any child.
9. The family must request AHA approval to add any other family member, or person as an occupant of the unit.
10. The family must promptly (within ten days) notify AHA if any family member or person no longer resides in the unit.
11. Give AHA a copy of any owner eviction notice within ten days.
12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
13. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are approved by the owner and incidental to primary use of the unit as a residence by members of the family.

The Family (including each member) must not:

14. Own or have any interest in the unit. (other than a coop, or the owner of a manufactured home leasing a space).
15. Commit any serious or repeated violation of the lease.
16. Commit fraud, bribery or any other corrupt or criminal act in connection with the Housing Choice Voucher Program.
17. Engage in drug-related criminal activity or violent criminal activity. Or, any criminal activity, including alcohol abuse, that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
18. Sublease or let the unit or assign the lease or transfer the unit.
19. Damage the unit or premises (other than from normal wear and tear) or permit any guest to damage the unit or premises.
21. Rent from a relative (except as a reasonable accommodation for a disabled family).
22. 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 other Federal, State or local housing assistance program.

Enforcing Family Obligations

AHA shall enforce "Family Obligation" requirements as required under federal regulations, specifically 24 CFR 982 and the termination of assistance policies provided for in the Rental Assistance Housing Programs Administrative Plan.

Explanations and Terms

The term "Promptly" when used with the Family Obligations means "within 10 days." Denial or termination of assistance is always optional except where this Plan or the program regulations state otherwise.

Notification of Eviction

If the family requests assistance to move and they did not notify AHA of an eviction within 10 days of receiving a landlord's Notice of Lease Termination and/or Eviction Notice, the move will be denied.

Business Use Limitations of Dwelling Unit

Families using portions of the dwelling unit to engage in legal business activities must insure that critical living areas, such as bedrooms, are available for use by household members at all times. The failure to maintain total access to these living areas will be considered a violation of program requirements. If AHA determines that the use of the dwelling unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If AHA determines that the business activity is an illegal business activity, such activity will be considered a program violation.

Occupancy of Owner in Unit

The owner may not reside in the assisted unit.

Fraud

In each case, AHA will consider which family members were involved in the fraud, what were the circumstances, and any hardship that might be caused to innocent members.

Notice of Termination of Assistance

Once AHA makes a determination to terminate assistance to the family, AHA **must** give the family written via certified mail notice that states:

- The reason(s) for the proposed termination;
- The effective date of the proposed termination;
- The family's right, if they disagree, to request an informal hearing to be held before termination of assistance; and
- The date by which a request for an informal hearing must be received by AHA.

AHA will simultaneously provide written notice of the contract termination to the owner. The Notice to the owner **will not** include any details regarding the reason for termination of assistance.

D. TENANCIES WITH ZERO (\$0) HAP

[24 CFR § 982.455(a)]

The family may remain in the unit at zero -\$0- assistance for up to 180 days after the renewal of the last HAP or the interim rent change that brought about the -\$0- assistance. If the family is still in the unit after 180 days, the HAP assistance will be terminated accordingly. If anytime within the 180 days, an increase in contract rent by the owner or a decrease in Total Tenant Payment causes the family to be eligible once again for housing assistance payments, AHA will then resume the family's assistance payments

After AHA has made a determination of ineligibility, the family will be notified of the determination in writing and the reasons and informed of the option.

E. AHA OPTION NOT TO TERMINATE FOR MISREPRESENTATION

[24 CFR § 982.551, 552(c)]

If the family has misrepresented any facts that caused AHA to overpay assistance, AHA may choose not to terminate and may offer to continue assistance provided the family executes a "Repayment Agreement" and makes restitution in accordance with the terms of the agreement or reimburses AHA in full within 30 calendar days of the overpayment determination.

F. MISREPRESENTATION IN COLLUSION WITH OWNER

[24 CFR § 982.551, 552(c)]

If the family intentionally, willfully and knowingly commits fraud or is involved in any other illegal scheme with the owner, AHA will either deny or terminate assistance. In making this determination, AHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

G. MISSED APPOINTMENTS AND DEADLINES

[24 CFR § 982.551 & 552(c)]

It is a Family Obligation to supply information, documentation, and certification as needed for AHA to fulfill its responsibilities. AHA schedules appointments and sets deadlines in order to obtain the required information.

The obligations also require that the family allow AHA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an in-office appointment, or to supply information required by a deadline without notifying AHA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

1. Eligibility for Admissions;
2. Verification Procedures;
3. Housing Choice Voucher Issuance and Briefings;
4. Housing Quality Standards and Inspections;
5. Re-certifications; or
6. Appeals.

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

1. Medical emergency; or
2. Family emergency Admission to a hospital for emergency medical treatment during the timeframe of the scheduled in-office appointment;
3. A family emergency that directly prevents attendance of a scheduled in-office appointment.

In either case documentation of the emergency will be required.

Procedure When a Scheduled In-Office Re-Certification Appointment is Missed or Information not Provided

1. A "NOTICE OF IN-OFFICE RE-CERTIFICATION APPOINTMENT" letter will be mailed to the unit address or secondary address on file at least two weeks prior to the scheduled appointment (Note: A signed written request to send mail to a secondary address must be on file)
2. If the first scheduled appointment is missed and the client has not contacted their Housing Services Specialist to re-schedule, a "NOTICE OF SECOND IN-OFFICE RE-CERTIFICATION APPOINTMENT" letter will be mailed to the unit address or secondary address on file (cc to landlord);
3. If the second in-office appointment is missed and the client has not contacted their Housing Services Specialist to re-schedule, certified "NOTICE TO TERMINATE SECTION 8 RENTAL ASSISTANCE" letters will be mailed to the unit address or secondary address on file and to the landlord. This notice must include information regarding deadlines for requesting an informal hearing.

When required Information is not provided a letter will be sent certified mail to the tenant that specifies what is required and a deadline for completion, the letter. If the required information is not provided by the deadline, a second letter will be mailed to the unit address or secondary address on file (cc. to the landlord) that includes a termination date at least 30 days from the date of the letter for the Housing Choice Voucher and HAP Contract.

PART XIV

DENIAL or TERMINATION of ASSISTANCE DRUG-RELATED & OTHER VIOLENT CRIMINAL ACTIVITY

In our continued efforts to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents and as required by 24 CFR 982, Subpart L and 24 CFR Part 5, Subpart J, AHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and/or violent criminal behavior, including alcohol abuse resulting in violent criminal activity. AHA will perform a criminal background check on all new applicants and adult family members 18 years of age or older. Applicants or any adult household member(s) for whom there is a preponderance of evidence for the use of or distribution of illegal drugs, or for violent criminal activity, or criminal activity associated with alcohol abuse, the applicant family **WILL NOT BE ELIGIBLE FOR ADMISSION or CONTINUED PARTICIPATION.**

A. DEFINITIONS

The following HUD definitions are hereby incorporated into this policy for clarity purposes:

- ❑ **Covered person**, for purpose of 24 CFR 960 and 982 and this subpart, means an applicant, a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
- ❑ **Drug-related criminal activity** is the illegal manufacture, sale, distribution, use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. (NOTE: Per memo from HUD General Council Helen R. Kanovsky dated January 20, 2011 - Subject: Medical Use of Marijuana and Reasonable Accommodation in Federal Public & Assisted Housing "federal and state non-discrimination laws do not require PHA's and owners of other federally assisted housing to accommodate requests by current or prospective residents with disabilities to use medical marijuana")
- ❑ **Violent criminal activity** includes any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.
- ❑ **Guest**, for purposes of this subpart and 24 CFR 5, subpart A and 24 CFR 960 and 982, means a person temporarily staying in an assisted unit with the consent of an assisted tenant or other family member who has express or implied authority to so consent on behalf of the tenant. The requirements of 24 CFR Part 960 and 982 also applies to a guest as so defined.
- ❑ **Household**, for the purposes of 24 CFR 960 and 982 and this policy subpart, means the family and PHA-approved live-in aide.
- ❑ **Other person under the tenant's control**, for the purposes of the definition of covered person and for 24 CFR 5, 960 and 982 and for this subpart, means that the person, although not staying as a guest (as defined above) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for commercial purposes is not necessarily under the tenant's control.

B. SCREENING FOR DRUG-RELATED OR VIOLENT CRIMINAL ACTIVITY

AHA will endeavor to screen participants as thoroughly and fairly as possible for drug-related and/or violent criminal activity. Such screening will apply to any adult family member of the household 18 years of age or older.

C. TERMINATION OF ASSISTANCE (Drug-Related and/or Violent Criminal Activity) [24 CFR 982-553]

AHA will terminate the Housing Assistance where there is a preponderance of evidence for illegally using or distributing a drug or violent criminal behavior or other criminal behavior brought about because of alcohol abuse. AHA will also deny participation to applicants or current program participants for the following reasons:

1. **Manufacturing Methamphetamine** AHA will permanently deny participation in the Section 8 HCV program, if there is a preponderance of evidence that the applicant or any covered person is involved in manufacturing or producing methamphetamine on the premises of any federally assisted housing in violation of any federal, state or local law.
2. **Violent Criminal Activity** Violent criminal activity within the past three (3) years. This includes a current participant, their household members or guests who have been or were previously involved in criminal activity that has one of these elements, the use, attempted use or threatened use of physical force against another person(s), to include domestic violence, and that there is a preponderance of evidence to support this.
3. **Convicted or Evicted for Drug-Related and/or Violent Criminal Activity** Any current program participants will be terminated if they, or any household member or guests were evicted from a **federally assisted housing unit or housing program** due to drug-related or violent criminal activity.

NOTE: After being issued Section 8 Housing Choice Voucher, the family violates the lease with a landlord due to violent criminal activity; AHA will terminate the Housing Choice Voucher. AHA will not deny the applicant/voucher holder, if the criminal activity is related to an act of domestic violence, dating violence, or stalking and the applicant/voucher holder or other household member was the victim of the domestic violence, dating violence, or stalking.

D. DENIAL OF ASSISTANCE FOR SEX OFFENDERS

AHA will deny admission/assistance if any member of the household is subject to lifetime registration requirements under a State Sex Offender Registration Program, which includes minors 13 to 17 years of age. In screening applicants, AHA will perform the required “criminal history background checks” to determine whether any household member is subject to the lifetime sex offender registration requirement.

AHA will also deny admission/assistance if any household member is subject to a New Mexico State 10 year or 20 year sex offender registration program.

E. NOTICE OF DENIAL AND TERMINATION OF ASSISTANCE

In cases where AHA decides to terminate housing assistance to the family associated with drug-related and/or violent criminal activity, AHA will give the applicant or participating family a written notice that will include the following:

- The reason(s) for the proposed denial or termination;
- The effective date of the proposed termination (participating families only);
- The family’s right(s), should they disagree with the denial or termination of assistance determination, to request either an informal or formal hearing to be held before any termination; and
- The date by which a “Request for Hearing” must be received by AHA.

F. REQUIRED EVIDENCE

AHA may pursue fact-finding efforts as needed to obtain credible evidence. But, in any case, AHA will terminate assistance for criminal activity by a head-of-household, household member or guest as described herein, if AHA determines, based on a preponderance of the evidence, that the person has engaged in the activity, regardless of whether or not the household member has been arrested or convicted for such activity.

- ❑ **Preponderance of evidence** is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to

be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may be determined by the greater weight of all evidence.

- **Credible evidence** may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

G. RIGHT TO INFORMAL HEARING

Applicants denied Section 8 housing assistance based on drug-related, violent or other criminal activity, may dispute the information revealed in the criminal summary history information or the determination made by AHA and request an “informal hearing as provided for in this Plan. The burden of proof as to the accuracy or validity of the disputed criminal summary history information lies with the applicant.

H. CONFIDENTIALITY OF CRIMINAL RECORDS

AHA will make every effort to ensure that any criminal records or reports received will be maintained confidential, and not misused or improperly disseminated and will be destroyed once the purpose for which it was requested is accomplished. **Any misuse of the information contained in any criminal records by an employee of AHA will be grounds for termination of employment.**

In the event, the family is determined eligible for initial or continued assistance, any criminal record and/or report(s) will be destroyed or shredded as soon as the information is no longer needed for eligibility or continued assistance determination(s).

In the event, the family’s assistance is denied or terminated for reasons stated above; AHA will shred the records in the same manner as stated above. AHA staff will document in the applicant’s or participating family’s case file the circumstances of the criminal report.

PART XV

OWNER DISAPPROVAL AND PARTICIPATION RESTRICTIONS

[24 CFR § 982.54, § 982.306, and § 982.453]

INTRODUCTION

It is the policy of AHA to recruit owners to participate in the program, and to provide owners with prompt, courteous and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of AHA. The regulations define when AHA must disallow an owner participation in the program, and they provide AHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This PART describes the criteria for owner disapproval, and the various penalties for owner violations.

A. TERMINATION/DISAPPROVAL OF OWNER

[24 CFR 982.306, 982.54 (d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

AHA will disapprove owner participation for the following reason(s):

1. HUD or other agency directly related has informed AHA that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
2. HUD has informed AHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such actions are pending.
3. HUD has informed AHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
4. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 U.S. Housing Act (42 U.S.C. 1437f).
5. The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
6. The owner has engaged in drug-related or violent criminal activity.
7. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
8. The owner has a history or practice of renting units that fail to meet State or local housing codes.
9. AHA may consider termination if the owner has not paid State or local real estate taxes, fines or assessments.
10. The owner has a history or practice of **failing** to terminate tenancy of families of units assisted under rental assistance programs, including the Housing Choice Voucher Program, for activity by the tenant, any household member, a guest or other person(s) under the control of any household member that has:
 - Threatened the right to peaceful enjoyment of the premises by other residents;
 - Threatened the health, safety of other residents in the immediate vicinity of the premises, of AHA employees, or of the owners employees, or other persons engaged in management of the premises; or
 - Been arrested or convicted for drug-related and/or violent criminal activity.

Once AHA has determined that any one of the above violations has occurred, AHA will give the owner proper written notice of termination of the Housing Assistance Payments Contract and an explanation for the termination. A copy of the notice will be given to the tenant for possible relocation if they wish to continue receiving assistance elsewhere. *No appeal rights are available to owners under this Part.*

B. OWNER RESTRICTIONS AND PENALTIES

[24 CFR § 982.453]

If an owner has committed fraud or abuse, or is guilty of frequent or serious contract violations, AHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense(s). AHA may also terminate some or all contracts with the owner.

Prior to imposing any penalty against an owner, AHA will review all relevant factors pertaining to the case and will consider such factors as the owner's record of compliance and the number of violations.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

AHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to reimburse AHA, as applicable.

PART XVI

OWNER OR FAMILY DEBTS TO AHA

This Chapter describes AHA's policies for the recovery of monies owed by rental assistance program participants to AHA. It also describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is AHA's policy to meet the informational needs of rental assistance program participants and to communicate the program rules in order to avoid program participant debts. Before a debt is assessed against a participant family the file must contain the required documentation to support AHA's claim that the debt is owed. The file must further contain documentation of the method of calculation in a clear format for review by the participant family, AHA management, or other interested parties.

When participant families owe money to AHA, AHA will make every effort to collect it. AHA will use a variety of collection tools to recover debts including, but not limited to:

1. Request 100% repayment;
2. Enter into Repayment Agreements;
3. Abatements or wage garnishments;
4. Debt Collection agencies;
5. Reporting the debt to the major Credit Bureaus;
6. Federal and State Income Tax refund off-set programs; and
7. Civil lawsuits.

A. REPAYMENT AGREEMENT

The "Repayment Agreement" is a promissory note between the Head-of-Household and AHA, and is the primary instrument used by AHA in its effort to collect monies owed by program participants, specifically under the AHA Rental Assistance Program. It contains more details than the customary promissory note regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, including the remedies available to AHA upon default of the agreement by the family. AHA may also pursue court action, if necessary, to collect any delinquent repayment accounts.

AHA will prescribe the terms of the "repayment agreement", including determining whether or not to enter into a "repayment agreement" with the family based on the circumstances surrounding the debt to AHA. The Housing Services Specialist will brief management on the circumstances surrounding the debt and to attain approval for the execution of a Repayment Agreement.

Family Error/Late Reporting

Families who owe money to AHA due to the family's failure to report increases in household income will receive notice by mail stating the amount owed and setting an in-office appointment where the participant will be required to repay in accordance with the guidelines set forth in this section. The notice will also state the termination date for failure to comply.

The circumstances under which AHA will not enter into a "repayment agreement" include the following:

1. If the family already had **one** "Repayment Agreement" in place;
2. AHA determines based on available information that the family knowingly and willfully committed program fraud; or
3. The debt amount is greater than \$5,000 and the family is unable to buy-down any amount over the \$5,000.

B. TERMS and CONDITIONS

The following defines terms, conditions and limitations associated with any "Repayment Agreements".

Maximum Amounts

The maximum amount for which AHA will enter into a “repayment agreement” with a tenant family is **\$5,000.00**.

Indebtedness Greater Than \$5,000

If the indebtedness is greater than \$5,000, the debt will be automatically referred to the Office of Inspector General (O.I.G.), at the U.S. Department of Housing and Urban Development (HUD), Washington, D.C.20410-5000. The HUD Inspector General will investigate the case for possible federal criminal prosecution and/or civil debt collection or other remedies.

NOTE: Any indebtedness that exceeds \$5,000 will result in termination of the housing assistance voucher and the family’s assistance WILL BE terminated.AHA will initiate legal proceeding to collect any unpaid indebtedness. As required, AHA will provide a written 30-day termination notice. The family will have the right to request a formal hearing as provided for under this Administrative Plan.

Maximum Term

Payment Agreements cannot exceed the timeframes indicated below. The maximum term allowed for repayment shall not exceed a maximum of twelve (12) months.

\$50 - \$3,000	No more than 6 months
\$3,001 - \$5,000	No more than 12 months

Initial Payment Amount

An initial payment of no less than Fifty Percent (50%) of the total amount owed under a “Repayment Agreement” will be required, no exceptions. The Housing Assistance Coordinator shall have the discretion to waive or lower the 50% initial payment amount in cases where a family claims financial hardship (i.e., medical, death or extenuating circumstances). A family requesting a financial hardship waiver must provide documented evidence of the financial hardship at the time the request is made.

Late Payments

A “repayment agreement” will be considered in arrears if the payment has not been received by the due date and the tenant will then be subject to a 30-Day Notice of Termination for Non-Compliance. If the families “repayment agreement” is in arrears, AHA may:

1. Accelerate the debt due date and require the family to pay the balance owed in full;
2. Pursue civil legal collection of the balance due;
3. Terminate the housing assistance ; and/or
4. Grant an extension of up to five additional days in cases of financial hardship.

Hardship Extension Approval/Disapproval Related to Repayment Agreements

In cases of financial hardship, a family must provide concrete evidence and documentation verifying financial hardship. The Housing Assistance Coordinator shall have the discretion to determine hardship and approve or disapprove extensions. (For example, if a family has recently experienced a death of a household member or a major medical emergency that has put a significant drain on their finances and the family can provide documented evidence to this effect. AHA **may** consider this to fall under “financial hardship” and **may** or may not approve an extension to the agreement.)

Transfer Requests

If a family is requesting a transfer from Section 8 to public housing or wanting to port to another PHA jurisdiction, the balance of any “repayment agreement”, in force at the time the request is made, **must be PAID-IN-FULL before a**

transfer will be permitted. At the sole discretion of the Housing Assistance Coordinator, repayment agreement balances may or may not be transferred.

C. DEBTS OWED FOR CLAIMS

If a family owes money to AHA for claims paid to an owner on their behalf, AHA will review the circumstances resulting in the payment of a claim to an owner and decide whether the family must reimburse the full amount owed. AHA may then enter into a “Repayment Agreement” with the family.

D. DEBTS DUE TO FRAUD

HUD’s definition of program fraud and abuse is a single act or pattern of actions that: constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of rental assistance program funds in violation of rental assistance program requirements.

If AHA determines that the family committed fraud, the Housing Assistance Payments Contract will be terminated and the rental assistance will be terminated. AHA will provide the required 30 days notice to both the family and the owner. The family will have the right to request a hearing for termination of the rental assistance for fraud, **but a repayment agreement (if allowed) will need to be signed and the debt paid** separate from the hearing for termination for fraud.

E. OWNER DEBT TO THE AHA

If AHA determines that the owner has retained housing assistance payments the owner is not entitled to, AHA may reclaim the amounts from future housing assistance payments owed the owner for any units under contract.

If future housing assistance payments are insufficient to reclaim the amounts owed, AHA will:

1. Require the owner to pay the amount in full within 30 days;
2. Pursue collections through the local court system; and/or
3. Restrict the owner from future participation.

F. DEBT WRITE-OFFS

Debts will be written off, only to the extent permitted by federal or local rules and regulations, if:

1. The debtor's whereabouts are unknown and the debt is more than one year old.
2. A determination is made that the debtor is judgment proof.
3. The debtor is deceased.
4. The debtor is confined to an institution indefinitely or for more than one year.
5. The amount is less than \$500.00 and the debtor cannot be located.

PART XVII

COMPLAINTS, APPEALS AND INFORMAL REVIEWS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of AHA. This PART describes the policies, procedures and standards to be used when families disagree with an AHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of AHA to ensure that all families have the benefit of all protections due to them under the law.

AHA will provide a copy of the Informal Hearing procedures in the family briefing packet at the time of initial issuance of a Housing Choice Voucher and upon the family's request.

A. COMPLAINTS

AHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. AHA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

Complaints from Families

When a family disagrees with an action or the inaction of AHA or owner, these complaints will be referred to the Housing Services Specialist assigned to their case.

Complaints from Owners

When an owner disagrees with an action or the inaction of AHA or a family, these complaints will be referred to the Section 8 Housing Services Specialist.

Complaints from the General Public

Complaints or referrals received from persons in the community in regards to AHA, an assisted family, or a participating owner will be referred to the Section 8 Housing Services Specialist. If the complaint cannot be resolved at that level, the complaint will be referred to the Rental Assistance Housing Assistance Coordinator.

B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR § 982.54 (d)(12), and § 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract.

The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When AHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain the following:

1. The reason(s) they are ineligible;
2. The procedure for requesting a review if the applicant does not agree with the decision; and
3. The time limit for requesting a review.

AHA must provide applicants with the opportunity for an Informal Review of decisions denying:

1. Qualification for preference;

2. Placement of applicant on AHA's waiting list;
3. Issuance of a Housing Choice Voucher; and
4. Participation in the program.

Informal Reviews are not required for established policies and procedures and AHA determinations such as:

1. Discretionary administrative determinations by AHA;
2. General policy issues or class grievances;
3. A determination of the family unit size under AHA subsidy standards;
4. Refusal to extend or suspend a Housing Choice Voucher;
5. Determination not to grant approval of a tenancy;
6. Determination that the unit is not in compliance with HQS; and
7. Determination that unit is not in compliance with HQS due to family size or composition.

C. INFORMAL HEARING PROCEDURES

A request for an Informal Review must be received *in writing* by the close of the business day, no later than 10 days from the date of AHA's notification of denial of assistance. The informal review will be scheduled within 30 days from the date the request was received.

The Informal Review may not be presided over by the individual who made or the person who approved the decision under review, nor a subordinate of that person.

The Informal Review (i.e., meeting) may be presided over by the Rental Assistance Housing Assistance Coordinator and/or his/her designee.

The applicant will be given the option of presenting oral or written objections to the decision. Both the AHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Informal Review findings will be provided in writing to the applicant within 10 days working days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. GREIVANCE PROCEDURES

When AHA makes a decision that is subject to informal hearing procedures, AHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

Terminations shall comply with HUD federal regulations at [24 CFR § 982.555(c)]. The AHA Section 8 Housing Choice Voucher Participant Grievance Procedures have been incorporated into this document by reference. Refer to AHA Administrative Plan, APPENDIX I - Grievance Procedures.

PART XVIII

SPECIAL HOUSING TYPES

INTRODUCTION

As part of AHAs ongoing commitment to provide equal access through reasonable accommodations, for the elderly and disabled AHA will permit housing choice voucher's to be used in certain special housing types, specifically, congregate housing, group homes and shared housing. These three special housing types should provide "reasonable accommodations" for the elderly and disabled with special needs. In addition, AHA administers a Section 8 Single Room Occupancy (SRO) Program under an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD).

Federal housing quality standards (HQS) will apply to all specialized housing units and, it is understood that each special housing type identified has its own unique HQS requirements as well. These standards will be applied in accordance with state or local building code requirements or any facility state-licensing entity.

AHA shall adhere to the requirements under 24 CFR Subpart M – Special Housing Types in providing specialized housing type opportunities. This includes determination of payments standards for special housing types, any non-standard requirements for determining utility allowances, calculating HAP payment, or determining the reasonableness of the rent.

A. CONGREGATE HOUSING

Congregate housing provides elderly persons and/or persons with disabilities with semi-independent living options in facilities with shared central kitchen and dining area, while providing a private living area, i.e., living room, bedroom and bathroom. Food service is usually provided for residents of congregate housing. If a live-aide is needed in the congregate unit for a person with disabilities or frail elderly, AHA may approve the live-in aide **as a reasonable accommodation**.

Housing quality standards for the housing choice voucher program apply to congregate housing. A refrigerator of appropriate size is required in the private living area of each congregate housing resident. The shared kitchen and dining areas must meet all required HQS requirements as well.

B. GROUP HOMES

A group home is a state-licensed facility usually intended for occupancy by persons and/or person with disabilities, particularly, persons with mental and/or developmental disabilities. The group home must provide an assisted resident with a bedroom which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom and other appropriate social, recreational, or community space that are shared by all residents. No more than 12 persons may reside in the group home. This includes assisted or unassisted residents, and any authorized live-in aides. If a live-in aide is needed for an assisted resident, AHA may approve the live-in aide **as a reasonable accommodation**.

Housing quality standards for the housing choice voucher program apply to group homes and must have at least one bathroom with toilet, fixed basin with hot and cold running water and a shower or bathtub with hot and cold running water. No more than four residents can be required to share a bathroom.

C. SHARED HOUSING

AHA shall allow housing choice vouchers to be considered on a case by case basis for use in "shared housing" and only in conjunction with providing reasonable accommodation for the frail elderly and persons with disabilities. Normally, shared housing is a single housing unit, usually a single detached multi-bedroom dwelling and is occupied by an assisted person and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for the assisted person. **Under no circumstances may the assisted resident and the unassisted resident be related by blood or marriage.**AHA may approve a live-in aide **if needed as a reasonable accommodation to care for a person with disabilities**.

D. SINGLE ROOM OCCUPANCY (SRO)

Single-room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant, but requires the occupant to share sanitary and/or food preparation facilities. More than one person may not occupy SRO units. AHA through a contract with Transitional Living Services, Inc. currently provides housing assistance to twelve (12) eligible mentally and/or developmentally disabled individuals under the federal Section 8 SRO Program. This contract is renewable on a year-to-year basis provided funding is available through annual federal appropriations. For the exception of the contract with Transitional Living Services, Inc., there are no other contracted SRO facilities.

PART XIX

MONITORING PROGRAM PERFORMANCE

INTRODUCTION

AHA will measure the overall performance of administering the Rental Assistance Program(s). AHA will monitor program operations in several areas to identify management capabilities and deficiencies, improve current systems, and effectively identify program success. Through this process, AHA will ensure program integrity and accountability in the administration of Rental Assistance Programs by utilizing the following Section 8 Program Management Program (SEMAP) performance indicators.

The Section 8 Housing Assistance Coordinator/Supervisor is responsible for all Quality Control functions of the Rental Assistance Program(s), and shall have the primary responsibility for conducting performance and program integrity quality control monitoring activities.

The reports, at a minimum, will detail the individual file review and HQS field inspection findings, concerns, and recommended corrective actions and/or staff training needed, that will reduce staff file errors and field inspection HQS deficiencies and errors.

GLOSSARY of TERMS

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations
CPI	Consumer Price Index
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act- SSA
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution (replace w/TTP)
GR	Gross Rent
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area

PHA	Public Housing Agency
PMSA	Primary Metropolitan Statistical Area
PS	Payment Standard
QC	Quality Control
RFTA	Request For Tenancy Approval
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Statistical Metropolitan Area (MSA)
TTP	Total Tenant Payment
TTR	Total Tenant Rent
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. DEFINITION OF TERMS IN SUBSIDIZED HOUSING

ABSORPTION - In portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE") - Account established by HUD from amounts by which the maximum payment to the HA under the consolidated ACC (during an PHA Fiscal Year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ACT (1937) – Refers to the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

ADA – Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et esq.)

ADJUSTED INCOME – Gross annual income less allowable income deductions.

ADMINISTRATIVE FEE - Fee paid by HUD to the HA for administration of the program.

ADMINISTRATIVE FEE RESERVE - (Formerly " Operating reserve")-An account established by a PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes only.

ADMISSION - The effective date of the first HAP contract for family (first day of the initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY – The maximum annual payments by HUD to a PHA for a particular funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC) - A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with all HUD requirements for the program.

ANNUAL INCOME - The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES - The Annual Income (described above) less the HUD-approved allowances.

APPLICANT - (or applicant family). A family that has applied for admission to the program but is not yet a participant in the program.

AREA EXCEPTION RENT – Rent based on a HUD approved “payment standard” amount that is higher than the basic range for a designated part of the Fair Market Rent area or “exception area”.

"AS-PAID" STATES - States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS - (See Net Family Assets)

ASSISTED TENANT - A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221(d)(3) BMIR tenants, except those paying the .236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY - An amount authorized and appropriated by the Congress for payment to a PHA under the program. For each funding increment in a PHA’s program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILD CARE EXPENSES - Amounts paid by the family for care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT - (Consolidated ACC) Refer to 24 CFR § 982.151 for a detailed definition

CONTIGUOUS MSA - In portability, is defined as an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA 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 certificate or voucher program.

CONTRACT - (See Housing Assistance Payments Contract)

CONTRACT AUTHORITY – Refers to the maximum annual payment by HUD to a PHA for a funding increment.

CONTRACT RENT - In the Section 8 Certificate program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DEPENDENT - A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY EXPENSE ALLOWANCE - Reasonable expenses for attendant care and auxiliary apparatus for a disabled member that are necessary to enable a family member to be employed. Expenses cannot be paid to a family member or reimbursed.

DISABLED FAMILY – Refers to a family whose head-of-household, spouse, or sole member is a person with disabilities, or two or more persons with disabilities living together.

DISABLED PERSON – A person who is any of the following:

1. A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C. § 423).
2. A person who has a physical, mental, or emotional impairment that:
 - a) Is expected to be of long-continued and indefinite duration,
 - b) Substantially impedes his or her ability to live independently, and/ or
 - c) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISPLACED PERSON - A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

DOMICILE - The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY - Term means:

1. Drug-trafficking; or
2. Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD - A family whose head or spouse (or Co-head) or whose sole member is at least 62 years of age.

ELDERLY PERSON – Refers to a person who is at least 62 years old.

ELIGIBILITY FAMILY - A Family is defined by the PHA in its Administrative Plan, and has been approved by HUD.

EXCEPTION RENT - In the old certificate program an initial rent (contract rent plus any utility allowances) was in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the PHA under prescribed conditions, and is used in determining the initial contract rent. In the voucher program the HA may adopt a payment standard up to the exception rent limit approved by HUD for the HA certificate program.

EXCESS MEDICAL EXPENSES - Any medical expenses incurred by elderly families in excess of 3% of Annual Income that are not reimbursable from any other source.

FAIR HOUSING ACT – Title VIII of the Civil Rights Act of 1968, as amended by the Fair housing Amendment Act of 1988 (42 U.S.C. 3601 et seq.).

FAIR MARKET RENT (FMR) - The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

FAMILY - The applicant must qualify as a family as defined by the PHA in this Plan.

FAMILY RENT TO OWNER – In the Housing Choice Voucher Program, the portion of the total contract rent that is paid by the family directly to the owner. Also known as the **Family Share**.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM) - The program established by a PHA to promote self-sufficiency of assisted families, establish individual escrow account as incentives to families to succeed in attaining self-sufficiency, including the provision of other supportive services.

FAMILY UNIT SIZE – The bedroom size assigned to a particular Housing Choice Voucher and issued to a qualifying family based on the “subsidy standards” established by the PHA.

FMR/EXCEPTION RENT LIMIT - The Fair Market Rent published by HUD at least annually or any HUD approved exception rent. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the Housing Choice Voucher program the PHA may adopt a Payment Standard up to 90% to 110% of the established FMR rent limits. Exception rents are rents approved by HUD that are below 90% of FMR or above 110% of FMR.

FOSTER CHILD CARE PAYMENTS - Payment to eligible households by state, local or private service providers for the care of foster children.

FULL-TIME STUDENT - A person who is carrying a minimum of 12 credit hours is considered a full-time student under the standards and practices of the educational institution attended. An educational institution includes a college, university or vocational school with a degree, diploma or certificate program.

FUNDING INCREMENT – Refers to each commitment of budget authority by HUD to a PHA under a consolidated Annual Contributions Contract (ACC) for the PHA program.

GROSS FAMILY CONTRIBUTION – Replaced with the term **Total Tenant Payment**.

GROSS RENT – Refers to the sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

GROUP HOME – Refers to a dwelling unit that is licensed by the State as a group home facility for exclusive residential use by two or more persons who are elderly or persons with disabilities (including any live-in aides).

HAP CONTRACT - (See Housing Assistance Payments Contract below)

HEAD-OF-HOUSEHOLD - The head-of-household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY - A state, country, municipality or other governmental entity or public body authorized to administer housing programs. The term "HA" includes an Indian housing authority (IHA). ("PHA" and “HA” are interchangeable and mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 - Act in which the U.S. Housing Act of 1937 (sometimes referred to as the ACT) was re-codified, and that added the current Section 8 Programs.

HOUSING ASSISTANCE PAYMENT – Is the monthly assistance payment by a PHA. The payment consists of the following: A payment to the owner for rent under the family's lease.

HOUSING ASSISTANCE PAYMENTS CONTRACT - (or HAP contract) executed contract between the PHA and an owner in the form prescribed by HUD, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible participating family.

HOUSING QUALITY STANDARDS (HQS) - The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD – The U. S. Department of Housing and Urban Development

HUD REQUIREMENTS - The HUD program regulations associated with the Section 8 Rental Assistance Programs and that are issued by HUD headquarters as regulations in Federal Register notices or as PIH Notices as binding program directives.

IMPUTED ASSETS - Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME – Is the HUD passbook savings account interest rate (x) total cash value of assets. Calculation used when assets exceed \$5,000.

IMPUTED WELFARE INCOME – Is an amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family’s annual income and therefore reflected in the family’s rent contribution.

INCOME - Income from all sources (cash or contribution) of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY- Annual Income (cash or contribution)

INITIAL PHA – For purpose of “portability” the term refers to:

- A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
- A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

INTEREST REDUCTION SUBSIDIES - The monthly payments or discounts provided by HUD to reduce debt service payments, and hence, rents required on Section 236 and 221 (d) (3) BMIR projects. This includes monthly interest reduction payments made to mortgage holders of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION – The area in which the PHA has authority under State and local law to administer certain programs.

LANDLORD - This term means either the owner of the property, his representative, or the managing property agent, or his/her representative as designated by the owner.

LEASE - A written agreement between an owner and an eligible family for the leasing of a housing unit.

LEASE ADDENDUM – Refer to Tenancy Addendum.

LIVE-IN AIDE - A person who resides with an elderly person or disabled person and who:

1. Is determined to be essential to the care and well being of the assisted tenant.
2. Is not obligated for the support of the person.
3. Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCES – Refers to Preference criteria usually used by the PHA to select applicant’s families from the Waiting List.

LOW-INCOME FAMILY – Refers to a family whose annual income does not exceed 80 percent of the area median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME – A manufactured structure that is built on a permanent chassis, and is designed for use as a principal place of residence, and meets the HQS. See 24 CFR § 982.620 and 982.621.

MANUFACTURED HOME SPACE – In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR § 982.622 and 982.624

MARKET RENT - The rent HUD authorizes the owner of the FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. It refers directly to unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance under the Rental Supplement or Section 202.Section 8 Certificate Holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES – Refers to total 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. These medical expenses are deductions available to Elderly or Disabled households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINOR - A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY – A family with citizens and eligible immigration status and without citizens and immigration status as defined in 24 CFR § 5.504(b)(3)

MONTHLY ADJUSTED INCOME – Is considered as One-twelfth (1/12) of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME – Is considered as One-twelfth of the Annual Income.

NET FAMILY ASSETS - Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION - Former term for Tenant Rent Contribution.

OCCUPANCY STANDARDS - Now referred to as Subsidy Standards-Standards established by a HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER - Any persons or entity having the legal right to lease or sublease a housing unit to a program participant.

PARTICIPANT - A family that has been admitted to the PHA's Housing Choice Voucher Program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA on behalf of the participant family, usually the first day of initial lease term.

PAYMENT STANDARD - The amount used to calculate the housing assistance a family will receive in the PHA's Housing Choice Voucher Program.

PHAPLAN – Consists of a five year and corresponding annual plan as adopted by the PHA and reviewed and approved by HUD in accordance with Part 301 of this Plan.

PORTABILITY – Is the ability of a family to utilize their housing voucher assistance outside the jurisdiction of the initial PHA who originally issued the voucher to the family. The PHA in the receiving jurisdiction may either elect to absorb or administer the voucher on behalf of the initiating PHA.

PREMISES – A building attached or detached from the subject dwelling unit including common areas and grounds of a multi-family apartment complex.

PROGRAM – The Section 8 Rental Assistance Program commonly referred to as the Housing Choice Voucher Program.

PUBLIC ASSISTANCE - Welfare or other payments (currently referred to as Temporary Assistance to Needy Families or TANF) to families or individuals, based on need that are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA) – Includes any state, county, municipality, other governmental entity, or public body including a tribal government authorized to administer the program (or agency or instrumentality of such an entity), or any of the following:

- A consortia of housing agencies, each of which individually meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members);
- Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract administrator of such program (HUD or a PHA) on October 21, 1998; or
- For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or other governmental entity or public body that would otherwise lack jurisdiction to administer the program in that jurisdiction.

RANKING PREFERENCE - Used by the PHA to rank and select among applicant families that qualify for a particular local preference.

REASONABLE RENT – A rent to owner under the program that is not more than rent charged for comparable units in the private unassisted rental market, and not more than the rent charged for other comparable unassisted units in the premises.

RECEIVING PHA – In portability, “receiving PHA” is defined as the PHA that the family has selected for purposes of transferring their housing assistance to another PHA’s jurisdiction. The “receiving PHA” issues a Housing Choice Voucher to the incoming family and provides program assistance to the family directly.

RECERTIFICATION - Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY - Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER - This is called Contract Rent in the Certificate Program and Rent to Owner in the Voucher Program. It is the total amount of rent payable to the owner by the family and the PHA per month for an assisted unit.

RESIDENCY PREFERENCE – Requires new applicants who apply for the program to provide documented evidence of domicile (one year residency in the PHA’s jurisdiction), if the applicant family plan to exercise portability at the time the initial housing voucher is first issued by the PHA.

SECRETARY – Is the Secretary of the U.S. Department of Housing and Urban Development.

SECTION 8 PROGRAM – Section 8 refers to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437F).

SECURITY DEPOSIT - A dollar amount that can be applied by an owner to cover any claims of unpaid rent, damages or other amounts due to the owner under the terms of lease.

SERVICE PERSON – Is a person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON – Is a person living alone or intending to live alone.

SPECIAL ADMISSION – Refers to the admission of an applicant that is not on the PHA waiting list or without consideration of the applicant’s position on the waiting list.

SPECIAL HOUSING TYPE – Refer to Subpart M of 24 CFR 982. This subpart describes the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE - The husband or wife of the head-of-household.

SUBSIDIZED PROJECT - A multi-family housing project (with the exception of a project owned by a cooperative housing Mortgage Corporation or association) that receives the benefit of subsidy in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act;
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965;
3. Direct loans pursuant to Section 202 of the Housing Act of 1959;
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing agency, or
6. A Public Housing Project.

SUBSIDY STANDARDS – Standards established by the PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANCY ADDENDUM – For purposes of the Section 8 programs, “tenancy addendum” refers to special language required by HUD in conjunction with the lease between the owner and the assisted tenant.

TENANT – Refers to a person or persons (other than a PHA authorized live-in attendant) that executes a lease as the lessee of a particular assisted dwelling unit.

TENANT RENT – The amount payable monthly by the family as rent to the unit owner.

TOTAL TENANT PAYMENT (TTP) - The total amount that the HUD calculation rent formula requires the tenant to pay toward rent and utilities.

UNIT – Refers to residential space for the private use of a family.

UTILITIES - Utilities means water, electric, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE - If the cost of utilities (except telephone) including range and refrigerator and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying unit, an amount equal to the estimate made or approved by the PHA or HUD 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 healthy living environment.

UTILITY REIMBURSEMENT PAYMENT – Is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS - (For contracts effective prior to 10/2/95) - When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LOW-INCOME FAMILY - A Lower-Income Family who's Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is income limit is for the purposes of the Housing Choice Voucher and Section 8 Moderate Rehabilitation and SRO programs.

VETERAN - A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY – Refers to any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or persons or towards the property of another.

VOUCHER – Refers to the Housing Choice Voucher and is issued to eligible applicants for admission and to current program participants when they wish to move/relocate and describes the “Family Obligations” the assisted family must comply with as a condition for receiving assistance.

VOUCHER HOLDER – A family holding a voucher with an un-expired term currently being assisted under the program.

VOUCHER PROGRAM – Refers to the Housing Choice Voucher Program.

WAITING LIST ADMISSION – An eligible applicant admitted from the PHA “Waiting List”.

WAITING LIST – Refers to a list of families organizes according to HUD regulations and PHA admission policies who are waiting for rental housing assistance when it becomes available.

WELFARE ASSISTANCE - Refer to the definition under “public assistance” above.

WELFARE to WORK (WtW) – Refers to families assisted by AHA with special funding awarded to AHA by HUD under the Welfare to Work Housing Voucher Program. This includes any renewal of such WtW vouchers funding for the same purpose.

C. GLOSSARY OF TERMS USED IN THE NONCITIZEN RULE

CHILD – Refers to a member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN – Refers to a Citizen or National of the United States. (Although all U.S. citizens are also U.S. nationals, the reverse is not true. As specified in 8 U.S.C. § 1408, a person whose only connection to the U.S.A is through birth in an outlying possession of the U.S.A. (which as of 2005 is limited to: Swains Island, American Samoa, and the unincorporated U.S. Minor Outlying Islands), or through descent from a person so born, acquires U.S. nationality but not U.S. citizenship. However, all persons born in the 50 United States of America (including Alaska and Hawaii), plus persons born in Guam (GU), Puerto Rico (PR), U.S. Virgin Islands (USVI), and Commonwealth of the Northern Mariana Islands (CNMI) are all classified as U.S. Citizens (8 U.S.C. § 1402 et seq.). U.S. Nationals have a legal right to reside and work in the U.S.A. freely without any restrictions. Since U.S. Nationals are not Citizens, they lack the right to vote in elections or to serve in elected office. Nationals may participate in AHA programs.)

EVIDENCE – Refers to evidence of citizenship or eligible immigration status means the documents that must be submitted to show evidence of U.S. citizenship or eligible immigration status.

HA – Refers to a Housing Authority, a public housing agency or Indian housing authority or both.

HEAD OF HOUSEHOLD – Is the adult member of the family who is the head of the household for purpose of determining income eligibility and rent and who will be held responsible for the actions or inaction of other household members.

HUD – Refers to the U. S. Department of Housing and Urban Development.

ICE – U.S. Immigration and Customs Enforcement

MIXED FAMILY – Is a family whose members include those with U.S. citizenship or eligible U.S. immigration status and those without U.S. citizenship or eligible immigration status.

SECTION 214 – Section 214 restricts HUD from making financial assistance available to non-U.S. citizens unless they meet one of the categories of eligible immigration status specified in Section 214 of federal law.

APPENDIX I
ALBUQUERQUE HOUSING AUTHORITY
GRIEVANCE PROCEDURES

A. INFORMAL HEARING PROCEDURES

[24 CFR § 982.555 (a-f), § 982.54 (d)(13)]

When AHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and current participants must be notified in writing. AHA will give the family prompt notice of such determinations, which will include:

1. The proposed action or decision determination by AHA;
2. The date the proposed action or decision will take place;
3. The family's right to an explanation of the basis for AHA's decision;
4. The procedures for requesting an informal hearing, if the family disputes the action or decision;
5. Time limit for requesting the hearing;
6. To whom the request for hearing should be addressed; and
7. That the tenant has the right to review relevant documents.

AHA must provide participants with the opportunity to request in writing an informal hearing for decisions related to any of the following AHA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment;
2. Appropriate utility allowance used from schedule;
3. Family unit size determination under AHA subsidy standards;
4. Determination to terminate assistance for any reason; or
5. AHA decision to terminate a family's FSS Contract or withhold supportive services, or propose forfeiture of the family's escrow account.

Informal hearings are **not** required for established policies and procedures and AHA determinations such as:

1. Discretionary administrative determinations by AHA;
2. General policy issues or class grievances;
3. Establishment of AHA schedule of utility allowances for families in the program;
4. AHA determination not to approve an extension or suspension of the voucher term;
5. AHA determination not to approve a unit or lease;

6. AHA determination that an assisted unit is not in compliance with HQS (AHA must provide an opportunity for a informal hearing for family breach of HQS because that is a family obligation determination);
7. AHA determination that the unit is not in accordance with HQS requirement due to the family size; or
8. AHA decision to exercise or not to exercise any right or remedy against the owner under a HAP contract.

Notification of Hearing

It is the objective of AHA to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, AHA will ensure that applicants and participants will receive all of the protections and rights afforded by law and by the regulations.

If AHA receives a request for an informal hearing, the request will be forwarded to the AHA staff attorney. Informal hearings will be conducted by a person or persons approved by AHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision. The staff attorney will then request a hearing date from an approved designee.

PHA Policy

AHA has designated the following to serve as hearing officers:

- City of Albuquerque

At a minimum the notification of hearing from the Hearing Officer will include:

1. The date and time of the hearing;
2. The location where the hearing will be held;
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
4. The family's right to view any documents or evidence in the possession of AHA upon which AHA based the proposed action;
5. The family's right to obtain and make copies of the subject documents at their own expense. Any requests to make copies of subject documents must be received no later than five days prior to the hearing date; and
6. Notice to the family that AHA may also request a copy of any documents or evidence the family proposes to use at the hearing and, that it must be received no later than 5 days before the hearing date by the family or their legal representative.

Hearing Scheduling and "No Show" Rescheduling Procedures

After a hearing date and time is agreed to by the parties and scheduled, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The Section 8 Rental Housing Program Supervisor may approve or disapprove the rescheduling of the hearing based on the "good cause" evidence provided by the family.

Family Informal Hearing Rights

During the informal hearing, the family will have the right to:

1. Present written or oral objections to AHA's determination;

2. Examine the documents in the file that are the basis for AHA's action, and all documents submitted to the Hearing Officer;
3. Copy any relevant documents at their expense;
4. Present any information or witnesses pertinent to the issue of the hearing;
5. Request that AHA staff be available or present at the hearing to answer questions pertinent to the case; and
6. Be represented by legal counsel, advocate, or other designated representation, at their own expense.

If the family requests copies of documents relevant to the hearing, AHA will make copies for the family. Under no circumstance will the family or their designated representative be permitted to remove the application or tenant file from AHA's offices.

In addition to other rights contained in this PART, AHA has a right to:

1. Present evidence and any information pertinent to the issue of the hearing;
2. Be notified if the family intends to be represented by legal counsel, advocate, or another party;
3. Examine and copy any documents to be used by the family prior to the hearing;
4. Be represented by its legal representative; and
5. Have staff persons and other witnesses familiar with the case present.

Focus of the Informal Hearing

At a minimum, the Informal Hearing shall focus on the following criteria:

- The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" include records and regulations.
- The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.
- The Hearing Officer will determine whether the action, inaction or decision of AHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to AHA and the family within 15 days and shall include:

1. A clear summary of the decision and reasons for the decision;
2. If the decision involves money owed, the amount owed; and
3. The date the decision goes into effect.

AHA is not bound by hearing decisions:

1. Concerning matters in which AHA is not required to provide an opportunity for a hearing;
2. That conflict with or contradict HUD regulations or requirements;
3. That conflict with or contradict Federal, State, or local laws; or
4. That exceeds the authority of the person conducting the hearing.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the case file.

B. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

[24 CFR Parts 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the Immigration and Customs Enforcement (ICE) appeal.

Assistance to a family may not be terminated or denied while the AHA hearing is pending but assistance to an applicant may be delayed pending the AHA hearing.

ICE Determination of Ineligibility

If a family member claims to be an eligible immigrant and the ICE SAVE system and a manual search does not verify the claim, AHA will notify the applicant or participant within 10 days of their right to appeal to the INS within 30 days or to request an informal hearing with AHA, either in lieu of, or subsequent to the ICE appeal.

If the family appeals to the ICE, they must give AHA a copy of the appeal and proof of mailing or AHA may proceed to deny or terminate. The time period to request an appeal may be extended by AHA for good cause.

The request for an AHA hearing must be made within ten business days of receipt of the notice offering the hearing or, if an appeal was made to the ICE, within ten business days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this Part for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members AHA will deny the applicant family.

If there are eligible members in the family, AHA will offer to prorate assistance.

All other complaints related to eligible citizen/alien immigrant status:

- 1) If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide the required documentation, then all family members will be denied or terminated for failure to provide documentation.
- 2) Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing regarding determinations of tenant rent.
- 3) Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any type of fraud.

C. MITIGATING CIRCUMSTANCES FOR APPLICANTS AND PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or AHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.