

**KNOXVILLE'S COMMUNITY DEVELOPMENT  
CORPORATION**

**ADMINISTRATIVE PLAN  
FOR  
THE SECTION 8 PROGRAM**

**July 1, 2011**



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## **~~SECTION 8 ADMINISTRATIVE PLAN~~**

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The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and KCDC policy. The Plan covers both admission and continued occupancy for KCDC's Section 8 Programs.

KCDC is presently authorized to provide Section 8 Rental Assistance in the city of Knoxville, Tennessee.

### **1.0 EQUAL OPPORTUNITY**

#### **1.1 FAIR HOUSING**

It is the policy of Knoxville's Community Development Corporation (KCDC) to comply fully with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under KCDC's Section 8 Housing Choice Voucher Program. Accommodations in the application process will be made for individuals who have a disability. Accessibility for the hearing impaired is provided by The Tennessee Relay System.

To further its commitment to full compliance with applicable civil rights laws, KCDC will provide federal/state/local information to applicants for, and participants in, the Section 8 Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the KCDC office. In addition, all appropriate written information and advertisements will contain the applicable Equal Opportunity language and logo.

#### **1.2 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of KCDC's housing programs and related services. According to Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons if a medical professional verifies the disability and if the request has a direct relationship to the disability unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. Persons requesting a special accommodation must complete and submit a Reasonable Accommodation Request form. When such accommodations are granted, they do not confer special treatment

or advantage for the person with a disability; rather, the accommodation would make the unit accessible and usable by the person with a disability. Because disabilities are not always apparent, KCDC will inform applicants/residents of the opportunity to request a reasonable accommodation.

The participants will make their accommodation request to the occupancy specialist to whom their file is assigned. The specialists will give the participant/applicant the form to complete that has a section for their medical professional to complete. The completed form should be forwarded to the Section 8 ADA coordinator. The coordinator will verify the information provided and notify the participant/applicant in writing and allow an opportunity to dispute the decision within ten (10) days from the date of the denial letter.

If the participant requests (as a reasonable accommodation) that he or she be permitted to make physical modifications to their dwelling unit (at their own expense), the request should be made to the property owner/manager. KCDC does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

### **1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS**

KCDC will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking or limited English proficient (LEP) persons. In determining whether it is feasible to provide translation of documents written in English into other languages, the HA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who do not speak English (or LEP persons) and speak the other language and the estimated cost to the HA per client. The HA will refer to census data to determine the number or percentage of the population eligible to be serviced for each limited English proficiency (LEP) language group.

### **1.4 FAMILY/OWNER OUTREACH**

KCDC will publicize the availability and nature of the Section 8 Housing Choice Voucher Program for extremely low-income, very low, and low-income families in the local newspaper, minority media, and by other suitable means. Written announcements of program availability, along with housing eligibility factors and guidelines, will be sent to social service providers and other agencies in the community so proper referral of their clients can be made to the program. KCDC will also try to utilize public service announcements.

KCDC will encourage families to seek housing outside the areas of low income and minority concentration. Maps are included in the Briefing Packet that show areas with housing opportunities outside areas of low income and minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas that have housing outside areas of low income and minority concentration or minority concentration are 3, 8, 9, 10, 15, 16, 17, 18, 22, 23, 30, 31, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44.02, 45, 46.01, 46.05, 47, 48, 49, 50, and 51.

Outreach in the community for property owners participating in the Section 8 Housing Choice Voucher Program will be achieved through brochures, news media, group meetings, and personal contact. An "Interested Owners" information packet compiled by KCDC is available to prospective owners. Emphasis will be placed on securing owners with properties outside areas of low income and minority concentration or racial concentration. The information packet will:

- A. Explain the program;
- B. Explain how the program benefits owners; and
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways KCDC helps owners screen more effectively.

To help Section 8 participants find accessible units, KCDC will provide a Internet Web Based Program and toll free telephone number that provides a list of available properties or other properties including other subsidized housing known to KCDC that may be available to lease to the family or who may help the family find a unit. The information regarding the Internet Web Based Program or toll free phone number is provided at Section 8 briefings and available in the lobby of the Section 8 department. Units that are handicapped accessible are indicated as such on the Internet Web Based resource list. If a tenant or prospective tenant cannot locate a unit using the Internet Web Based list provided or need help finding a unit that is handicapped accessible, they will be referred to other community agencies.

## **1.5 RIGHT TO PRIVACY**

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

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

## **1.6 REQUIRED POSTINGS**

KCDC will post in the Section 8 Office in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

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

## **2.0 KCDC/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of KCDC, the Section 8 Owners/Landlords, and the participating families. Also, the responsibilities and obligations of the Owners/Landlords and participating families are in the briefing packet.

### **2.1 KCDC RESPONSIBILITIES**

- A. KCDC will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the KCDC Section 8 Housing Choice Voucher Administrative Plan.
- B. In administering the program, KCDC will
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of low income and minority concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas low income and minority concentration. KCDC will provide maps that show various areas and information about facilities and services outside areas of concentration within KCDC jurisdiction and in other neighboring jurisdictions. These will be distributed during family briefings. KCDC will make available an Internet Web Based Program that provides lists with owner names who accept rental assistance in non-concentrated areas. A toll free telephone number will also be provided. KCDC will also distribute a list of neighboring housing agencies with names, addresses, and phone numbers.
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help persons with disabilities find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status according to 24 CFR Part 5;
10. Review the family's *Request for Tenancy Approval* and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for Tenancy Approval*. Once inspected, the unit must pass inspection within thirty (30) days.
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner according to the HAP contract;

15. Examine family income, size, and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Adjust KCDC utility allowances annually when applicable;
17. Administer and enforce the Housing Assistance Payments Contract with an owner, including taking appropriate action as determined by KCDC, if the owner defaults;
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain KCDC decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain KCDC decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits;
22. Administer the mandatory FSS program.

## **2.2 OWNER RESPONSIBILITIES**

This Section states the obligations of an owner participating in the program.

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  2. Maintaining the unit according to HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Providing information regarding direct deposit to bank; warranty deed or tax notice; Tax Identification Number or Social Security Number.

5. Preparing and furnishing to KCDC information required under the HAP contract.
  6. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant's contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.
  7. Enforcing tenant obligations under the lease.
  8. Paying for utilities and services (unless paid by the family under the lease.)
  9. Providing property tax information to KCDC for unit to be leased. An owner cannot owe on property taxes, fine or assessments. A one year grace period will be permitted. (Example: owner may owe on current taxes but not over one year in delinquent taxes)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying KCDC sixty (60) days prior to any rent increase. Only one increase per year will be permitted. KCDC reserves the right to deny rent increases to landlords based on funding availability.

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

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

- A. Supplying required information.
1. The family must supply any information that KCDC or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release, or other documentation.
  2. The family must supply any information requested by KCDC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition according to HUD requirements.

3. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing KCDC Inspection

The family must allow KCDC to inspect the unit at reasonable times and after at least two (2) days notice. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance will be given and the family will be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease. A family who causes \$500 in damages to a unit or commits serious or repeated violations of the lease may be terminated from KCDC's Section 8 Housing Choice Voucher Program(s) and will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or eviction for serious or repeated violations of a lease to establish eligibility for KCDC assisted housing.

The proof of the \$500 in damages will be derived from court documentation provided by the property owner. The damage documentation must be provided within 30 days of move-out. During court negotiations, the family's assistance will not be terminated. After the final outcome is determined and it is determined the family owes more than \$500 in damages, the family assistance will be terminated.

If the family receives an agreement through the court procedure to repay the owner for damages, the family assistance will not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation of default, the assistance will be terminated at that time.

If there are no court negotiations necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance will not be terminated; however, if the family defaults and the owner can provide documentation of default, the family assistance will terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures receives an agreement through court procedures to repay the owner for rent, the family assistance will not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the Owner provides documentation of default, the assistance will be terminated at that time. The family will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, to establish eligibility for KCDC assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

At each leasing and at recertification each year, families will be asked to sign a statement of understanding regarding damages, non-payment of rent, and other serious or repeated violations of the lease.

E. Family Notice of Move or Lease Termination

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

F. Owner Eviction Notice

The family must promptly give KCDC a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. KCDC must approve the composition of the assisted family residing in the unit. The family must promptly inform KCDC of the birth, adoption or court-awarded custody of a child. The family must request approval from KCDC to add any other family member (family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship) as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster

child/foster adult, or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify KCDC if any family member no longer resides in the unit.
4. If KCDC has given approval, a foster child/foster adult, or a live-in aide may reside in the unit.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must have approval of the owner, comply with zoning requirements, and the affected household member must obtain all appropriate licenses.
6. The family must not sublease the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by KCDC to verify that the family is living in the unit, or relating to family absence from the unit, including any KCDC requested information or certification on the purposes of family absences. The family must cooperate with KCDC for this purpose. The family must promptly notify KCDC of its absence from the unit for more than seven (7) days.

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

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by KCDC
4. Military personnel being deployed

I. Interest in the Unit

The family may not own nor have any interests in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

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

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state, or local housing assistance program.

### **3.0 PROJECT-BASED VOUCHER PROGRAM**

This Section outlines KCDC's policies for administration of its Project-Based Voucher (PBV) Program. In the PBV Program, rental assistance is paid by KCDC for families who live in specific rental units, subject to compliance with the PBV Program.

#### **3.1 SUBMISSION AND SELECTION OF PBV PROPOSALS**

A. KCDC will select PBV proposals that promote and enhance the development and/or maintenance of an adequate supply of safe, decent and affordable housing and that assure, where applicable, that persons with supportive service needs have access to appropriate services and accessible housing options, consistent with HUD's site selection regulations.

B. KCDC will select PBV proposals in accordance with 24 CFR Section 983.51 pursuant to one or both of the following methods:

1. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b)(1). This selection method will not limit the proposals to a single site or impose restrictions that explicitly or practically preclude owner-submission of proposals for PBV housing on different sites.

In the event KCDC uses this method to select PBV proposals, KCDC will provide broad public notice of the request for PBV proposals, which may include posting on KCDC's website at [www.KCDC.org](http://www.KCDC.org), newspaper publication, dissemination of program guides, and other means of notice, and will provide detailed application and selection information upon request.

2. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b)(2). This selection method is limited to proposals for housing assisted under a federal, state or local governmental housing assistance program that funds proposals based on competitive selection requirements. In the event KCDC uses this method to select PBV proposals, the selected proposal must have received competitive funding within three years of the PBV proposal selection date and the earlier competitive selection did not involve any consideration that the projects would receive PBV assistance.

In the event KCDC uses this method to select PBV proposals, KCDC will not enter into an Agreement or HAP contract until HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. The owner must provide KCDC with a certification that the project has not received and will not receive (before or during the term of the HAP contract), any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review.

### **3.2 CAP ON NUMBER OF PBV UNITS IN EACH BUILDING**

- A. In accordance with 24 CFR Section 983.56, KCDC may not select a proposal to provide PBV assistance or enter into an Agreement or HAP contract for more than 25 percent of the number of dwelling units (assisted or unassisted) in the building except as provided in paragraph B below.
- B. Exception to 25 percent per building cap is allowable in the following cases:
  - a. Units in a single-family building
  - b. Units in a multifamily building that are "excepted units" specifically made available for Qualifying Families defined as
  - c. Elderly or disabled families; or
  - d. Families receiving qualifying supportive services as defined in Section 3, 3.4 of this Administrative Plan.

### **3.3 SET-ASIDE OF EXCEPTED UNITS FOR QUALIFYING FAMILIES**

A. Qualifying Families

KCDC may set aside one or more excepted units in buildings receiving PBV assistance for occupancy by qualifying families. A qualifying family may be an Elderly Family, or a Disabled Family, or a family receiving Qualifying Supportive Services.

B. Supportive Services Requirements

1. In the event KCDC sets aside one or more excepted units in a building receiving PBV assistance for occupancy by a Qualifying Family, KCDC will require that services targeted to the needs of the Qualifying Family be provided on a regular basis by qualified providers. At least one qualified case manager must be located onsite. A qualified provider must be available to respond to emergency supportive services needs twenty-four hours per day, seven days per week.
2. If a family occupying an excepted unit set aside for Qualifying Families no longer meets the definition of Qualifying Family, KCDC will terminate rental assistance for the family, including all remaining family members, and the family will be required to vacate the excepted unit within the time established by KCDC.

**3.4 QUALIFYING SUPPORTIVE SERVICES**

- A. In the event KCDC sets aside one or more excepted units in a building receiving PBV assistance for occupancy by families receiving Qualifying Supportive Services, at least one member of the family must receive at least one of the following Qualifying Supportive Services as agreed to in the family responsibility statement (Section 3, 3.4 B). KCDC will not require a Qualifying Family to participate in medical or disability-related services, other than drug and alcohol treatment in the case of current abusers, although the following services must be offered:
1. Case management services
  2. Mental health services
  3. Medical and dental care
  4. Substance abuse counseling and treatment
  5. Household management training, such as housekeeping skills and money management
  6. Job training and employment services, such as preparation and counseling, training, job development and placement, follow-up assistance after job placement
  7. Educational or vocational services, such as literacy courses, vocational

training, courses to complete secondary or postsecondary school

8. Services pursuant to KCDC's Family Self-Sufficiency Program established and administered pursuant to 24 CFR Part 984.

B. Statement of Family Responsibility

At the time of initial lease execution, a family receiving Qualifying Supportive Services will be required to enter into a statement of family responsibility or other appropriate agreement with KCDC and the supportive service provider. The agreement must establish a minimum period of time of not less than one year in which the family is required to participate in one or more Qualifying Supportive Services and achieve certain goals specified in the agreement.

1. Monitoring

KCDC will monitor a family's continued receipt of Qualifying Supportive Services on a quarterly basis. Such monitoring may include agreements with owners and/or service providers that include recordkeeping and reporting obligations, personal interviews with owners and/or service providers and members of families receiving Qualifying Supportive Services, or other appropriate means of monitoring.

2. Completion of Services Obligation

If a family receiving Qualifying Supportive Services successfully completes its supportive services obligation, the family may continue to reside in the excepted unit subject to continued compliance with other obligations under the PBV Program. The unit continues to count as an excepted unit.

3. Termination for Failure to Fulfill Services Obligation

If a family receiving Qualifying Supportive Services fails, without good cause, to complete its supportive services obligation, KCDC will terminate rental assistance for the family and the family will be required to vacate the unit within the time established by KCDC and the owner may terminate the family's lease. The unit will continue to count as an excepted unit provided the owner rents the unit to a Qualifying Family.

### **3.5 WAITING LIST**

A. Maintenance of Waiting List

A waiting list for occupancy of a unit assisted under the PBV Program will

be maintained for projects receiving PBV assistance. An applicant may chose to be simultaneously listed on the PBV project waiting list as well as the KCDC tenant-based waiting list if eligible. Section 4 and 5 of this Administrative Plan also applies to managing the waiting list.

**B. Selection of Applicants from Waiting List**

Subject to HUD's PBV regulations intended to minimize displacement of eligible families already residing in a unit selected for PBV assistance, selection of applicants from the waiting list to occupy PBV-assisted units will be in the following order of preference, by date and time of application.

1. Disabled Families who are homeless and who need supportive services offered at the PBV property, provided that:
  - a. The disability significantly interferes with their ability to obtain and maintain themselves in housing, and
  - b. Without such services, they will not be able to obtain and maintain themselves in housing, and the services cannot be provided to them in a non-segregated setting.
2. Elderly Families, Disabled Families, and Families of two or more persons, if such families are homeless.
3. An individual who is homeless, less than 62 years of age, not a person with a disability.
4. Elderly Families, Disabled Families, and families of two or more persons.
5. All other families.
6. All other applicants.

**C. Preference for Qualifying Families**

If a unit has been set aside for a Qualifying Family (Section 3, 3.3 A), KCDC will give preference to eligible Qualifying Families for occupancy of such units.

**3.6 HAP CONTRACT BETWEEN KCDC AND PBV PROPERTY OWNER**

**A. Term of HAP Contract**

KCDC may enter into a HAP contract with a PBV owner for an initial term of not less than one year and not more than 10 years subject to funding availability pursuant to 24 CFR Section 983.205.

B. Extension of HAP Contract

Within one year before expiration, KCDC may agree to extend the term of the HAP contract for an additional term of up to five years. Subsequent extensions are subject to the same limitations.

C. Termination of HAP Contract

1. Termination by KCDC

KCDC may terminate the HAP contract due to insufficient funds pursuant to 24 CFR Section 983.205.

2. Termination by PBV Property Owner

The owner may terminate the HAP contract due to reduction below initial rent pursuant to 24 CFR Section 983.205.

**3.7 ADDITIONAL ADMINISTRATIVE PLAN PROVISIONS APPLICABLE TO THE PBV PROGRAM**

The following sections of this Administrative Plan also apply to the PBV Program:

Section 1	Equal Opportunity
Section 2	KCDC/Owner Responsibility/Obligation of Family
Section 4	Eligibility for Admission, 4.2, B, C, D, E, F, and I
Section 7	Assignment of Bedroom Sizes (Subsidy Standards)
Section 10	Determination of Family Income
Section 11	Verification
Section 12	Rent and Housing Assistance Payment
Section 13	Inspection Policies and Housing Quality Standards
Section 14	Recertification
Section 15	Termination of Assistance to the Family By KCDC
Section 16	Complaints, Informal Reviews for Applicants, Informal Hearing for Participants.

**4.0 ELIGIBILITY FOR ADMISSION**

**4.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also

meet KCDC screening criteria to be admitted to the Section 8 Housing Choice Voucher Program.

## **4.2 ELIGIBILITY CRITERIA**

### **A. Family type**

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption, or affinity that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **near-elderly family** (if applicable), which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;

- b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
6. A **remaining member of a tenant family** is a family member who remains in the unit when other members of the family no longer reside in the unit and are removed from the lease.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
- 1. To be eligible to receive assistance, a family shall (at the time the family initially receives assistance under the Section 8 Housing Choice Voucher Program) be:
    - a. Very low-income;
    - b. A low-income family continuously assisted under the public housing, Section 23, or Section 8 programs;
    - c. A low-income family that is a nonpurchasing tenant in certain home ownership programs;
    - d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined at 24 CFR 248.101.
  - 2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
  - 3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within KCDC's jurisdiction. The applicable income limit for admission to the program is the

income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into KCDC's jurisdiction under portability and have not used their voucher to receive assistance at their initial housing agency must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into KCDC's jurisdiction under portability and are already program participants at their initial housing agency do not have to meet the income eligibility requirement for KCDC's program.
6. Income limit restrictions do not apply to families transferring units within KCDC's Section 8 Housing Choice Voucher Program.

#### C. Citizenship/Eligible Immigrant Status

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

All new applicants and family members will be required to provide the following documentation before an application can be approved or at any recertification if not already on file:

1. A Birth certificate;
2. US passport;
3. An employment authorization card;
4. Military Discharge paperwork; or
5. Other appropriate documentation of US citizenship.

#### Family eligibility for assistance

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(F) for calculating rents under the noncitizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

Prior to admission to the Section 8 Housing Choice Voucher Program , each family member must provide verification of their Social Security number. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the member must provide a letter from the social security administration or other federal or state government agency. KCDC will allow ten (10) calendar days from the date of application to provide the required documentation. KCDC may allow up to 90 days for a new born baby social security card to be obtained. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied. If the social security card name and picture ID name do not match, KCDC will use social security card name and require proof of name change such as marriage license, court documentation, etc. Social Security cards cannot be a photo copied card, it must be an original.

New family members must provide social security card or social security letter prior to being added to the lease. All children must have a social security card or social security letter prior to be added to the lease. KCDC will allow 90 days to obtain social security card for newborn babies. Verification of the Social Security number will be obtained only once.

E. Signing Consent Forms

1. To be eligible, each member of the family who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and KCDC to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

- b. A provision authorizing HUD or KCDC to verify, with previous or current employers, income information pertinent to the family's eligibility for, or level of, assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for Tenancy

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

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by (1) completing HUD form 50066 (which is available at the KCDC Section 8 office); or (2) providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or (3) producing a Federal, State, or local police or court record.

KCDC will ban for life any family member who has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.

KCDC will check with the federal sex offender registration program and will ban for life any individual who is registered as a sex offender.

Additional screening is the responsibility of the owner. Upon the request of an owner/perspective owner, KCDC will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

- G. If an applicant previously abandoned a unit, they must prove they have lived in good standing and without abandonment of any property for the past two (2) years before they can apply.

- H. New restrictions on eligibility of certain students (both part and full time) who are enrolled in institutions of higher education are as follows:

Applicants seeking assistance on their own separate from their parents and are enrolled at a institution of higher education, are under 24 years of age, not a veteran, not married and do not have a dependent child are subject to a two part income eligibility test. Both the student and the student's parent must be income eligible in order for the student to be eligible to receive Section 8 assistance. Parents for purposes of the student eligibility restriction mean the biological or adoptive parents or guardian (e.g. grandparents, aunt/uncle, godparents, etc.)

However, if a student can determine to be **independent** from his/her parents in accordance with KCDC policy, KCDC does not need to consider the income of the student's parents in determining the student's eligibility.

KCDC policy will consider as an **independent** student a student who meets one or more of the following criteria:

- Be at least 24 years old by December 31 of the award year for which aid is sought;
  - Be an orphan or ward of the court through age 18;
  - Be a veteran of the U.S. Armed Forces;
  - Have legal dependents other than a spouse ( for example, dependent children or an elderly dependent parent);
  - Be a graduate or professional student; or,
  - Be married.
- I. A family cannot be admitted into the Section 8 Housing Choice Voucher Program if they owe another Housing Agency money as determined by the Debts Owed and Termination Report in the Enterprise Income Verification (EIV) System.

## 5.0 MANAGING THE WAITING LIST

## **5.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for the Section 8 Housing Choice Voucher Program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for the Section 8 Housing Choice Voucher Program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

## **5.2 TAKING APPLICATIONS**

When funding is available, families wishing to apply for the Section 8 Housing Choice Voucher Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: **KCDC's Family Investment Center (FIC) at 400 Harriet Tubman Street, Knoxville, Tennessee 37915.**

Persons with disabilities who require a reasonable accommodation in completing an application may call KCDC to make special arrangements to complete their application.

The application process requires the family to provide information about all household members including name, address, telephone number, composition, Social Security number, picture identification for all adult household members, racial or ethnic designation, income verification, citizenship/eligible immigrant information, and information establishing any preferences to which the family may be entitled. The family must sign the *Authorization to Release Records and Information* and HUD's *Authorization for the Release of Information/Privacy Act Notice* forms.

Upon receipt of the family's application, KCDC will make a preliminary determination of eligibility. If KCDC determines the family to be ineligible, KCDC will notify the family and state the reason(s). KCDC will offer the family the opportunity for an informal review of the determination.

An applicant must report changes in their applicant status, including changes in family composition, income, or preference factors. KCDC will annotate the applicant's file and will update their place on the waiting list if applicable.

KCDC will ensure that verification of all preferences, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into the Section 8 Housing Choice Voucher Program.

Families will be given a *Protect Your Family from Lead in Your Home* booklet and will be asked to sign an acknowledgment of receipt of the booklet.

### **5.3 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained according to the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in one central pool in order of preference, priority within the preference, and then in order of date and time of application as follows:
  - 1. Applications within the first and second preference categories will be ranked by date and time of application only;
  - 2. Applications within the third, fourth, and fifth preference categories will be ranked by priority and then by date and time of application within the priority. First priority will be given to: (a) a family, who is not a single person as defined herein, whose head or spouse is employed at least 20 hours per week, (b) an elderly family of one or more persons (age 62 years or older) that does not work due to age, and (c) a disabled family that does not work due to disability.
  - 3. Second priority will be given to applicants in the preference group who are not single persons as defined herein. Third priority will be given to all other applicants in the preference category. The preference categories are listed under Section 5.2.

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

### **5.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When KCDC has vouchers available and is prepared to offer the vouchers to eligible applicants, the family whose application is more than two months old must update household composition, preferences, and income. KCDC will re-verify the family's eligibility. If the family is no longer eligible for the Section 8 Housing Choice Voucher Program, KCDC must notify the family in writing of this determination and give the family the opportunity for an informal review.

### **5.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment according to the paragraph below will be sent a notice of denial.

KCDC will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, KCDC will work closely with the family to find a more suitable time. Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, that they have ten (10) working days from the date of the written correspondence to request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

Applicants will be offered the right to an informal review before being removed from the waiting list.

### **5.6 PURGING THE WAITING LIST**

KCDC will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables KCDC to update the information regarding address, family composition, income category, and preferences.

### **5.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

KCDC will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

## **5.8 GROUNDINGS FOR DENIAL**

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by:

1. Completing HUD form 50066 (which is available at the KCDC Section 8 office);
2. Providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury);
3. Producing a Federal, State, or local police or court record.

KCDC will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process within the time frame allotted;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g., illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol), and any other criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property. Consideration may be given to applicants:
  1. With records of violent criminal activity who have had no arrests/convictions within a three-year, unsupervised period;
  2. With records of drug-related criminal activity who have had no arrests/convictions within a three-year, unsupervised period.

- F. Currently owes rent or other amounts to KCDC or any other housing agency in connection with the public housing or Section 8 Housing Choice Voucher Programs;
- G. Have committed fraud, bribery, or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- H. Have a family member who was evicted from federally assisted housing within the last five years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. KCDC may waive this requirement if:
  - 1. The person demonstrates to KCDC's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. The person has successfully completed a supervised drug or alcohol rehabilitation program as evidenced by at least a 1-year, unsupervised period of no arrests/convictions for drug-related activities; or
  - 3. The person has otherwise been rehabilitated successfully.
- K. Have engaged in or threatened abusive or violent behavior toward any KCDC staff member or resident;
- L. Have a family household member who has been terminated under the Voucher Program during (but not limited to) the last three years (see Sec. 2.3.D);
- M. **Denied for Life:** If a family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

- N. **Denied for Life:** If a family member has a registration under a sex offender registration program.

## **5.9 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, they have ten (10) days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

### **5.10 INFORMAL REVIEW**

If KCDC determines that an applicant does not meet the criteria for receiving Section 8 rental assistance, KCDC will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 days of the denial notice. KCDC will describe how to obtain the informal review. The informal review process is described in Section 15.2 of this Plan.

## **6.0 SELECTING FAMILIES TO RECEIVE ASSISTANCE**

Applicants will be selected to receive Section 8 rental assistance either as a special admission or as a waiting list admission.

### **6.1 SPECIAL ADMISSION**

Special admission is a non-waiting list admission relative to HUD awards of program funding targeted to families living in specified units. Examples of program funding that may be targeted for special admission include, but are not limited to:

- A. A family displaced because of demolition or disposition of a public housing development, for example by a HOPE VI project;
- B. A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
- C. A nonpurchasing family residing in a project subject to a home ownership program; and

- D. A family residing in a project covered by a project-based Section 8 Housing Assistance Payment (HAP) contract at or near the end of the HAP contract term.

A special admission permits selecting a family for assistance that is not on the Section 8 waiting list or without considering the family's waiting list position. Records are maintained that show that the family was selected for HUD-targeted assistance.

## **6.2 WAITING LIST ADMISSION**

Except for special admissions, participants must be selected from the Section 8 waiting list. KCDC will select families from the waiting list based on one or more of the following preferences:

- A. **FIRST PREFERENCE:** (Displaced by Government Action)

An applicant family who is displaced by government action **or** an applicant whose dwelling has been extensively damaged or destroyed as a result of disaster, declared or otherwise formally recognized pursuant to federal relief laws.

- B. **SECOND PREFERENCE:** (Involuntary Displacement)

An applicant family who is in need of immediate shelter by reason of extreme hardship such as disaster. For example: an action by a housing owner that is beyond the applicant's control and that occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase; a disaster or catastrophe, such as fire, flood, or storm that has caused the unit to be uninhabitable.

The hardship will be governed by the position that preference will not be given to a family who is, or is expected to be, without housing for failure to pay rent or carry out other normal obligations of residency.

An applicant family who is in need of immediate shelter by reason of extreme hardship such as individuals who are victims of domestic violence; and victims of reprisals or hate crimes.

It is the responsibility of the applicant to document to the satisfaction of KCDC that the housing condition is caused by circumstances beyond the family's control. Written verification from the appropriate unit or agency of government, the property owner, or social services agency is required.

- C. **THIRD PREFERENCE:** (Substandard Housing)

An applicant family who currently resides in substandard housing or who is homeless without a fixed nighttime residence or staying in a supervised shelter. For purposes of this preference, substandard housing is defined as any dwelling that is unsafe, unsanitary, or overcrowded due to its location, structural condition or lack of utilities. For example:

\*A unit that an agency or unit of government has declared unfit for habitation;

\*A unit that is delapidated and endangers health and safety;

\*A unit that is overcrowded (to be determined by KCDC's subsidy standards in Section 6.0) or without one or more of the following for the exclusive use of the applicant family: operable indoor plumbing; useable flush toilet; useable bathtub or shower; adequate safe electricity; safe or adequate heat; kitchen, if designed for one.

Third preference also includes applicants who are without a fixed nighttime residence or are staying in a supervised shelter, including homeless persons.

**D. FOURTH PREFERENCE: (Rent Burden)**

An applicant family paying more than 50 percent of gross family income for rent and utilities. The rent burden must be in excess of ninety (90) days.

**E. FIFTH PREFERENCE: (Disability)**

1. An elderly family as defined herein that has a member(s) with disabilities;
2. A non-elderly disabled family as defined herein

**F. ALL OTHER ELIGIBLE APPLICANTS**

All other applicants that do not meet the definitions of the preference categories.

### **6.3 SELECTION FROM THE WAITING LIST**

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth. HUD targeted allocations will be offered to families that meet the target specifications with offers based on priority and then by time and date.

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

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

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

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

## 7.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood. KCDC will review, if applicable, on a case by case basis.

In determining bedroom size, KCDC will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away at school, temporarily in foster care, or temporarily removed from the home for a period of time. The child may be out of the home for six months and if not back in the home

after six months, the voucher size will decrease unless there is court documentation justifying the reason the child has not been returned to the home.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex will share a bedroom unless one is over 18 and the other is under 18;
- B. Children of the opposite sex (both under the age of two [2]) will share a bedroom; if the child turns two (2) within two months of moving, KCDC will increase the bedroom size allowance;
- C. When there is a change in custody, the parent who receives residential custody will receive the appropriate voucher size.

KCDC will not permit anyone to add a child to the lease that is not born to tenant, unless they have residential custody of the child (not a petition for custody) or guardianship (not a petition for guardianship).

- D. Adults and children (unless under age two) will not be required to share a bedroom;
- E. Foster adults and foster children will not be required to share a bedroom with family members;
- F. Live-In Aides will be allowed a separate bedroom. To qualify as a live-in aide, the tenant's medical professional must document that the tenant needs a live-in aide. KCDC will screen and add the live-in aide to the tenant's lease. (*See Glossary for complete definition of live-in aide.*)

KCDC will grant exceptions to normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary (see Section 1.2 on requesting a reasonable accommodation). The Live in Aide cannot be a family member of the assisted family and is not entitled to the Housing Choice Voucher.

The family unit size will be determined by KCDC according to the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size allocated. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family's voucher size will determine the maximum subsidy.

## **7.1 BRIEFING**

As the family's name reaches the top of the waiting list, the family will be invited to attend a briefing explaining how the program works. To receive a voucher, the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

The briefing will cover at least the following subjects:

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

## **7.2 PACKET**

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

- A. The term of the voucher and KCDC's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How KCDC determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard and the utility allowance schedule;
- D. How KCDC determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside KCDC's jurisdiction, the packet includes an explanation of portability;

- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The Request for Tenancy Approval form and an explanation of how to request KCDC approval of a unit;
- H. A statement of KCDC's policy on providing information to owners/perspective owners. This policy requires applicants to sign disclosure statements allowing KCDC to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, KCDC will also supply any factual information or third-party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity, or any violent criminal activity;
- I. KCDC's subsidy standards, including when KCDC will consider granting exceptions to the standards (Example: medical reasons);
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on federal, state, and local equal opportunity laws; brochure on Fair Housing; and a copy of the housing discrimination complaint form;
- M. Information regarding landlords, or other parties known to KCDC, who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to KCDC that may be available through the internet web based program or through a toll free number that may provide a list of landlords;
- O. The family's obligations under the program;
- P. The grounds upon which KCDC may terminate assistance because of the family's action or inaction;
- Q. KCDC's informal hearing procedures, including when KCDC is required to provide the opportunity for an informal hearing and information on how to request a hearing;
- R. KCDC owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program;
- S. Maps that show areas with housing opportunities outside areas of low

income or minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas outside low income and minority concentration are 3, 8, 9, 10, 15, 16, 17, 18, 22, 23, 30, 31, 33, 34, 36, 37, 38, 39, 40, 41, 42, 43, 44.02, 45, 46.01, 46.05, 47, 48, 49, 50, and 51.

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

As of August 12, 1999, KCDC began issuing only vouchers.

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

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will submit to KCDC a completed *Request for Tenancy Approval* and a copy of the owner's proposed lease. KCDC will permit the family to submit only one *Request for Tenancy Approval* (RFTA) unless the unit was not in compliance with Housing Quality Standards or the rent amount would exceed 40% of the family's adjusted income, or other circumstances beyond the family's control.

The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. KCDC will review the request, the lease, and the HUD-required tenancy addendum and make an initial determination of approval of tenancy. KCDC may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, KCDC will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for Tenancy Approval*. Once inspected, the unit must pass inspection within thirty (30) days.

KCDC will promptly notify the owner and the family whether the unit and tenancy are approved.

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

### **7.4 TERM OF THE VOUCHER**

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

KCDC may grant one or more extensions of the term, but the initial term (plus any extensions) will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date or call to request an extension. A sample extension request form will be included in the family's briefing packet. If the family requests an extension and additional time can reasonably be expected to result in success, KCDC will grant the length of request (sought by the family) or 60 days, whichever is less.

If the family includes a person with disabilities, and the family requires an extension due to the disability, KCDC will grant an extension allowing the family the full 120 days search time. If KCDC determines that additional search time would be a reasonable accommodation, tolling may be used.

**Tolling:** Upon submittal of a completed request for lease approval/request for approval of tenancy form, KCDC will suspend the term of the voucher. The term will be in suspension until the date KCDC provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which KCDC is taking action on their request. A family may submit a second request for lease approval/request for approval of tenancy before KCDC finalizes action on the first request. In this case the suspension will last from the date of the first submittal through KCDC's action on the second submittal. No more than two requests will be concurrently considered. Tolling extension cannot be longer than sixty (60) days.

## **7.5 APPROVAL TO LEASE A UNIT**

1. KCDC will approve a lease if all of the following conditions are met:
  - A. The unit is eligible;
  - B. The unit is inspected by KCDC, or an independent agency, and passes Housing Quality Standards (HQS). (If the property is owned by KCDC, it will be inspected by an independent agency).
  - C. The lease is approvable and includes the following language of the tenancy addendum:
    1. The names of the owner and the tenant;
    2. The address of the unit rented;
    3. The term of the lease (initial term and any provisions for renewal);
    4. The amount of the monthly rent to owner;

5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  6. The required HUD tenancy addendum;
- D. The rent to owner is reasonable;
  - E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
  - F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or KCDC; and
  - G. The family continues to meet all eligibility and screening criteria;
  - H. The owner does not owe property taxes, fines or assessments more than one year delinquent.
2. The lease term may begin only after all of the following conditions are met:
    - A. The unit passes the KCDC HQS inspection;
    - B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
    - C. The landlord and tenant sign the lease to include the HUD-required addendum; (this will be done simultaneously with the Housing Assistance Payment Contract);
    - D. KCDC approves the leasing of the unit; and
    - E. Utilities are turned on in the tenant's name (if tenant is responsible for utilities).

KCDC will prepare the Housing Assistance Payment Contract when the unit is approved for tenancy. The contract will be executed and become effective simultaneously with the signing of the lease and the HUD required tenancy addendum. KCDC will not pay any housing assistance to the owner until the contract is executed. New owners must provide a warranty deed or tax notice, Tax Identification Number or Social Security Number, and direct deposit bank information. Additionally, owners must provide a warranty deed or tax statement for units that have not previously been on the program.

If a voucher family moves with continued assistance, the term of the new assisted unit may begin during the month the family moves out of the old assisted unit. Overlap of housing assistance payment for old unit for month when family moves and first housing assistance payment for new unit is not considered a duplicative subsidy. KCDC will overlap up to ten days of the Housing Assistance Payment.

## **7.6 KCDC DISAPPROVAL OF OWNER**

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

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of noncompliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- E. The owner has a history or practice of renting units that fail to meet state or local codes;
- F. The owner has not paid property taxes, fines, or assessments. KCDC will allow a one year grace period for delinquent taxes.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety, or right of peaceful enjoyment of the:
  - 1. Premises by tenants, KCDC employees, or owner employees; or
  - 2. Residences of neighbors
- H. If the owner is the parent, child, grandparent, grandchild, sister or brother, or any member of the family of an applicant/resident seeking to use a voucher (currently shopping), unless KCDC determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities;

- I. The owner refuses Direct Deposit;
- J. Other conflicts of interest under federal, state, or local law.

### **7.7 SECURITY DEPOSIT**

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

When the tenant moves from the dwelling unit, the owner, subject to state or local law, may use the security deposit (including any interest on the deposit) according to the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

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

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

### **7.8 INELIGIBLE/ELIGIBLE HOUSING**

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

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; and
- F. A unit receiving any duplicate federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

KCDC will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Duplexes
- D. Townhouses
- E. Manufactured housing
- F. Manufactured home space rentals
- G. Modular homes
- H. Home ownership option (if applicable)

## **8.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired or if KCDC has terminated the HAP contract. KCDC will issue the family another voucher if the family does not owe KCDC money, has not violated a Family Obligation, has not committed serious or repeated violations of the lease (see Section 2.3.D.), and if KCDC has sufficient funding for continued assistance. Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will KCDC allow a participant to improperly break a lease except under extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues or other extraordinary circumstances.

## **8.1 WHEN A FAMILY MAY MOVE**

For families already participating in the Voucher Program, KCDC will allow the family to move to a new unit if:

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

Families are required to give proper written notice of their intent to terminate the lease. According to HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease for extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues or other extraordinary circumstances. If the family moves from the unit before the initial term of the lease ends without the owner's and KCDC's approval, it will be considered a serious lease violation and subject the family to termination from the program.

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

If the owner must post the unit abandoned due to the family's unexplained absence from the unit, KCDC will pay through the thirty day abandonment.

## **9.0 PORTABILITY**

### **9.1 GENERAL POLICIES OF KCDC**

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

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of KCDC at the time of its application, the family will not have any

right to lease a unit outside of KCDC jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of KCDC.

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

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

If a family has moved from their assisted unit in violation of the lease, KCDC will not issue a voucher and will terminate assistance in compliance with Section 16.0, Termination of the Lease and Contract.

## **9.2 INCOME ELIGIBILITY**

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

## **9.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AGENCY**

- A. When a family utilizes portability to move to an area outside the Initial Housing Agency jurisdiction, another Housing Agency (the Receiving Housing Agency) must administer assistance for the family if that Housing Agency has a tenant-based program covering the area where the unit is located.
- B. A Housing Agency with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such Housing Agency, the Initial Housing Agency may choose which Housing Agency shall become the Receiving Housing Agency.

## **9.4 PORTABILITY PROCEDURES**

- A. When KCDC is the Initial Housing Agency:
  - 1. KCDC will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or movers briefing.
  - 2. KCDC will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. KCDC will advise the family how to contact and request assistance from the Receiving Housing Agency.
4. KCDC will, within ten (10) calendar days, notify the Receiving Housing Agency to expect the family.
5. KCDC will mail to the Receiving Housing Agency the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
6. KCDC may deny a portability request to a client that is requesting portability to a PHA whose payment standard exceeds KCDC's payment standard if the Receiving PHA will not absorb the client.

KCDC may in certain circumstances deny a family the right to exercise a portability move keeping the following caveats in mind:

- a. Insufficient funding,
- b. Receiving PHA will not absorb the family, and
- c. The cost of the HAP is higher in the new jurisdiction.

B. When KCDC is the Receiving Housing Agency:

1. If funding is available under the consolidated ACC for KCDC's Voucher Program when the porting family is received, KCDC will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for KCDC's Tenant-Based Program.
2. KCDC will issue a voucher to the family. The term of KCDC's voucher will not expire before the expiration date of any Initial Housing Agency's voucher. KCDC will determine whether to extend the voucher term. The family must submit a Request for Tenancy Approval (RFTA) to KCDC during the term of KCDC's voucher.
3. KCDC will determine the family unit size for the porting family. The family unit size is determined according to KCDC's subsidy standards.
4. KCDC will (within ten (10) calendar days) notify the Initial Housing Agency if the family has leased an eligible unit under the program or if the family fails to submit a *Request for Tenancy Approval* for an eligible unit within the term of the voucher.
5. If KCDC opts to conduct a new reexamination, KCDC will not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility.

6. To provide tenant-based assistance for porting families, KCDC will perform all Housing Agency program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Agency or KCDC may make a determination to deny or terminate assistance to the family according to 24 CFR 982.552.
7. KCDC will conduct a new income reexamination and background screening for portable applicants/participants in accordance with (Section 4.8, A-N of this Administrative Plan) and may deny or terminate assistance for family action or inaction according to 24 CFR 982.552 and 24 CFR 982.553.

C. Portability Billing

To cover assistance for a porting family, the Receiving Housing Agency may bill the Initial Housing Agency for housing assistance payments and administrative fees. The billing procedure will be as follows:

- a. The receiving PHA must submit an initial billing notice (1) no later than 10 working days following the date the HAP contract was executed and (2) in time that it will be received no later than 60 days following the expiration date of the family's voucher issued by the initial PHA.
- b. As the Initial Housing Agency, KCDC will make payment within 30 days of receipt of Part II of the Form 52665 indicating billing amount. The amount of the housing assistance payment for a porting family in the Receiving Housing Agency's program is determined in the same manner as for other families in the Receiving Housing Agency's program. The Receiving Housing Agency's Payment Standard is used except when KCDC denies a portability request to a PHA whose payment standard exceeds KCDC's payment standard.
- c. The Initial Housing Agency will promptly reimburse the Receiving Housing Agency for 80% of the Initial Housing Agency's ongoing administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Agency.
- d. The receiving PHA must notify KCDC of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstances any later than 10 working days following the effective date of the change.

- e. KCDC will ensure that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.
- f. Direct Deposit is required. The Initial Housing Agency is required to submit Direct Deposit information so that KCDC may deposit HAP into their bank account.

## **10.0 DETERMINATION OF FAMILY INCOME**

### **10.1 *INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME***

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

### **10.2 *INCOME***

- A. Annual income means all amounts, monetary or not, that:
  - 1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
  - 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  - 3. Are not specifically excluded from annual income.
  
- B. Annual income includes, but is not limited to:
  - 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
  - 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as

provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

During reexaminations, KCDC will obtain each family's certification that it has or has not disposed of assets for less than fair market value during the two years preceding the effective date of the recertification.

If the family certifies that it has disposed of assets for less than fair market value, the certification must show: (a) all assets disposed of for less than fair market value, (b) the date they were disposed of, (c) the amount the family received for each asset, and (d) the market value of each asset at the time of disposition. Third-party verification will be obtained whenever possible.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from workers' compensation are excluded.)

6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
7. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.);
8. Student financial assistance, other than the cost of tuition must be included in income if the Full/part time student:
  - Is enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965;
  - Seeking or receiving Section 8 assistance separately from their parents; or
  - They are either under 24 years of age or they have no dependent children.
9. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income.
10. Imputed welfare income resulting from sanctions imposed by welfare agency:

Families whose welfare assistance (Families First) is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement must not have their Section 8 contribution to rent reduced based on the Families First benefit reduction. The exclusion on reduction of Section 8 rent contribution does not apply when the family has complied with their Families First Program requirements but cannot obtain employment (e.g. the family has complied but loses welfare benefits because of a durational time limit, such as the five-year time limit for receipt of Families First benefits).

At all times when a request for an income reexamination and rent reduction due to a reduction in Families First income is received, KCDC will verify with the local division of the Department of Human Services (DHS) that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud. Verification may be

obtained, in written form, directly from the local DHS office, or through the ACCENT computer system. The verification will be maintained in the tenant file.

If verification is obtained from DHS that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud, the family's income must not be reduced for purposes of calculating the family's TTP. Instead, the family's welfare income must be "imputed" during the term of the welfare benefits sanction. KCDC will verify with DHS the term of the sanction.

To impute welfare benefits reduction:

- a. Determine the amount of welfare income received prior to the sanction.
- b. Determine the term of the sanction.
- c. Offset the amount of additional income the family receives that starts after the welfare sanction. If additional income received after the welfare sanction begins is equal to the amount of welfare income received prior to the sanction, the imputed welfare income is equal to \$0.

Example: A family receives \$142 in welfare benefits prior to sanction for noncompliance. DHS identifies the term of the sanction as three (3) years. The family begins receiving \$100 income per month from the head of household's babysitting job. The imputed welfare income is \$42. The \$100 employment income per month would be counted and \$42 per month in imputed welfare income during the three year sanction period (or until a change in income is reported.)

KCDC will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction. If a resident is not satisfied that KCDC has calculated the amount of imputed welfare income according to HUD requirements, and if KCDC denies the family's request to modify such amount, then KCDC shall give the resident written notice of such denial, with a brief explanation of the basis for KCDC's determination of the amount of imputed welfare income. KCDC's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision according to our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income to obtain a grievance hearing.

Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare

agency's normal due process procedures. KCDC shall rely on the welfare agency notice to KCDC of the welfare agency's determination of a specified welfare benefits reduction.

### **10.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Earned income of minors (children under the age of 18, including foster children) except head of household or spouse;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide. To qualify as a Live-In Aide, a tenant's medical professional must document that the tenant needs a live-in aide. KCDC must screen the aide and add their name to the tenant's lease;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution will be excluded if the Head of House full/part time is age 24 as of December 31 of the award year and has at least one dependent child;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket

expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for KCDC or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps will be calculated and excluded annually;
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
- c. Payments made under HHS's Low-Income Energy Assistance Program;
- d. Payments received under the Job Training Partnership Act;
- e. Payments received under the Older Americans Act of 1965;
- f. Payments from Agent Orange Settlement;
- g. The value of child care under the Child Care and Development Block Grant Act of 1990;
- h. Earned income tax credit refund payments;
- i. Payments for living expenses under the AmeriCorps Program;
- j. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income;
- k. **Earned Income Disallowance:** Disallowance of income for disabled persons who are working (effective 4/20/01). (1) *Initial 12-month exclusion:* During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, KCDC must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member. (2) *Second 12-month exclusion and phase-in:* During the second cumulative 12-month period after the date a member who is a person with

disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, KCDC must exclude from annual income of a qualified family 50% of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment. (3) *Maximum 4-year disallowance:* The disallowance of income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program.

#### **10.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. To qualify for a deduction under a VA pension for disability, the tenant must be 51% or higher disabled;
- D. Allowance for disability assistance expenses that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that is necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are not paid to a family member or reimbursed by an outside source. The amount to be deducted cannot exceed the amount earned by a family member 18 years old or older who is enabled to work because of the disability assistance. For non-elderly families, the disability assistance allowance is the lessor of: (1) the amount by which total expenses for disability assistance exceeds 3 percent of annual income or (2) what a family is able to earn because the disability assistance allowance is available.

For elderly families, the 3 percent of annual income must first be deducted from disability assistance expenses and then any remainder deducted from medical expenses.

If a family has both medical and disability assistance expenses, first deduct 3 percent of annual income from the disability assistance expenses; any remainder is then deducted from total medical expenses.

- E. Medical expenses, for households whose head or spouse is at least 62 years of age or disabled, that are not covered by insurance and are in excess of 3 percent of annual income:
1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three (3) percent of annual income;
  2. That has disability expenses greater than or equal to 3 percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  3. That has disability assistance expenses that are less than 3 percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3 percent of annual income.

Medical expenses include the costs of diagnosis, cure, mitigation, treatment, or the prevention of disease, and the costs for treatments affecting any part or function of the body. They include the costs of equipments, supplies and diagnostic devices needed for these purposes. They also include dental expenses. Medical expenses include the premiums paid for insurance that covers the expenses of medical care and the amounts paid for transportation to get medical care. Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

- F. Child care expenses (for which the family is not reimbursed) for the care of children less than 13 years of age to the extent necessary to enable a family member to be gainfully employed or to further their education. The amount deducted shall reflect reasonable charges for child care, and when child care is necessary to permit employment, the child care deduction shall not exceed the amount derived from that employment income.

## **10.5 COOPERATING WITH WELFARE AGENCIES**

KCDC and the local welfare agency agree:

- A. To target public assistance, benefits, and services to families receiving assistance in the public housing program and the Section 8 tenant-based assistance program to achieve self-sufficiency;
- B. To provide written verification to KCDC concerning welfare benefits for families applying for or receiving assistance in these housing assistance programs.

## 11.0 VERIFICATION

KCDC will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Before KCDC issues a voucher, information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

KCDC will use HUD's Upfront Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to, the following:

**Enterprise Income Verification (EIV) System** – A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and also matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

Due to the sensitive nature of UIV data, KCDC will restrict access to and safeguard the information in accordance with HUD guidance on security procedures, as issued and made available by HUD. Verification documents will be kept in the applicant/tenant file, when needed, and shredded/destroyed when no longer needed. Files will be kept in a secure area that requires electronic key entry by KCDC staff.

- A. **The following types of income may be verified using the UIV system:**
1. Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services.)
  2. Unemployment Compensation
  3. Welfare Benefits
  4. Social Security Benefits

- a. Social Security (SS)
- b. Supplemental Security Income (SSI)

Other income types (i.e., child support, pensions, etc.) may be verified using upfront income verification techniques if the resources are available.

**B. How KCDC Uses UIV Tools:**

1. **Upfront Income Verification (UIV) Exceeds Threshold Report –** KCDC will use the UIV system to generate the “Exceeds Threshold Report” periodically to compare the information with information provided by the family. Appropriate action will be taken.
2. **Using Up-Front Income Verification (UIV) to Project Income –** KCDC will follow “HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (UIV) Data Is Available” in handling differences between UIV and family-provided and/or other verified income information. The guidelines establish criteria on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of \$200 or more per month.
  - a. **No Substantial Difference –** If UIV information for a particular income source differs from the information provided by a family by less than \$200 per month, KCDC will follow these guidelines:
    - i. If the UIV figure is less than current family-provided information, KCDC will use the family’s information to calculate anticipated annual income.
    - ii. If the UIV figure is more than the family’s figure, KCDC will use the UIV data to calculate anticipated annual income unless the family provides documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.) to explain the discrepancy. Upon receipt of acceptable family-provided documentation of a change in circumstances KCDC will use the family-provided information.
  - b. **Substantial Difference –** If UIV information for a particular income source differs from the information provided by a family by \$200 or more per month, KCDC will follow these guidelines:

- i. KCDC will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).
- ii. When KCDC cannot readily anticipate income (i.e., in cases of seasonal employment, unstable working hours, or suspected fraud), KCDC will review historical income data for patterns of employment, paid benefits, and/or receipt of other income.
- iii. KCDC will analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy.
- iv. KCDC will use the most current verified income data (and historical income data, if appropriate) to calculate anticipated annual income.

3. **Verification of SS/SSI Benefits of Participants and Household Member** – KCDC will obtain verification of SS/SSI benefits of participants and household members through HUD's Upfront Income Verification (UIV) System.

If benefit information is not available in HUD Systems or if the tenant disputes UIV benefit data, KCDC will request a current, original SSA notice or benefit verification letter from each household member that receives social security benefits within 10 business days of KCDC's interview date. If the participant and/or household member(s) are unable to provide the requested document, KCDC will ask the participant/household member(s) to call the SSA or visit the local SSA office to request a benefit verification letter. The request for a benefit verification letter can also be made at the SSA Internet Website. The participant/household member(s) should provide KCDC with the original benefit verification letter. KCDC will make a photocopy of the original benefit verification letter, return the original benefit verification letter to the participant/household member, and maintain the photocopy of the benefit verification letter in the tenant file. (This same process can be used when third-party verification of SS/SSI benefits is not available for applicants and/or their household members.)

4. **Documentation of Unavailability of Third-Party Verification of SS/SSI Benefits** –In the event that third-party verification is not available, KCDC will document the tenant file as to why third-party verification was not available. Below are some examples of acceptable file documentation:

- a. New admission, information not available in UIV Tools
- b. New tenant, information not available in UIV Tools
- c. Current tenant, information not available in UIV Tools due to change in re-examination date
- d. Current tenant, information not available in UIV Tools due to discrepancy with name, date of birth, or social security number in SSA file
- e. Current tenant, information not available in UIV Tools, reason unknown

C. **Methods of Verification and Time Allowed** – KCDC will verify family information through the five methods of verification authorized by HUD. HUD requires KCDC to use the most reliable form of verification that is available and to document in the file the reasons when KCDC uses a lesser form of verification. In order of priority, forms of verification that may be used are

1. Up-front Income Verification (UIV), whenever available
2. Third-Party Written
3. Third-Party Oral
4. Six consecutive check stubs
5. Review of Documents
6. Self-Certification/Declaration

KCDC will allow four (4) weeks for return of third-party verifications and ten (10) business days to obtain other types of verifications before going to the next method.

Verifications may not be more than 60 days old at the time of voucher issuance. For participants, verifications must be dated within 60 days of reexamination.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action will be taken against a family until KCDC has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of KCDC.

### **11.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family.

A. **Third-party written verification** will be used to verify information directly with the source. Third-party written verification forms will be sent directly to, and received directly from (via first-class mail), the source and not passed

through the hands of the family. However, KCDC may request and receive directly from the source verifications electronically (fax or e-mail) or hand delivered. The family will be required to sign an authorization for the information source to release the specified information.

- B. **Third-Party oral verification** will be used when written third-party verification is delayed or not possible. When third-party oral verification is used (either by contacting source by telephone or in-person visit), staff will be required to note the name of the person contacted and telephone number, the date of the conversation, and the facts provided. If provided by telephone, KCDC will originate the call.
- C. **Review of Documents:** When third-party written or oral verification cannot be obtained, or the information has not been verified by the third party within a four-week period of time, KCDC will note in the file why third-party verification is not available and utilize hand-carried documents provided by the applicant/participant family as the primary source if the documents provide complete information. Original documents must be provided by the family and should be dated within 60 days of the interview. Photocopies of the documents will be made and maintained in the file. The chart in the Appendix gives common examples of verifications.

**Below is a list of some acceptable family-provided documents:**

1. Consecutive and original pay stubs. Six weeks of current pay stubs are requested.
2. Social Security Administration award letter
3. Bank statements
4. Pension benefit statements
5. TANF award letter
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling may be obtained by court ordered documents, verification from Child Support office/Human Services office or a notarized statement from the source of the child/family support.
7. Other official and authentic documents from a Federal, State, or local agency.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, KCDC will utilize the third-party verification.

- D. **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. Self certifications must be signed in the presence of a KCDC representative or KCDC notary public and KCDC will document in

the file why third-party verification was not available.

**E. Exceptions to third-Party Verification Requirements:** When third-party verification of income, assets, and/or expenses is unavailable, an exception may be made to the third-party verification requirement if:

1. KCDC made at least two documented attempts to obtain third-party verification, with no luck.
2. The source does not have the capability to provide written or oral third-party verification.
3. The asset or expense to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third-party verification.

**F. Actions KCDC May Take:**

1. KCDC may exercise any of the following options if the family has not reported accurate income information:
  - a. Require repayment agreement up to \$2,400 with no more than 24 months to repay.
  - b. Revise current and future rent payments
  - c. Initiate termination proceedings

**2. Action to be Taken When Tenant Agrees with Discrepancy:**

An appointment will be scheduled for the family to meet with KCDC staff to discuss the income discrepancy and will be advised of all available options. KCDC will calculate the total amount that should have been paid had the proper information been received by KCDC. If the tenant agrees with the discrepancy, and retroactive charges accessed do not exceed \$2,400, the current monthly amount of rent will be corrected and the family will be given the opportunity to sign a repayment agreement for the retro charge owed with up to 24 months to repay. Otherwise, the family's assistance will be terminated. If the amount owed to KCDC exceeds \$2,400, the family's assistance may be terminated. The family will be given an opportunity to contest any adverse findings through KCDC's informal hearing process. If the amount owed to KCDC is more than \$2,400, the family may have the right to pay the amount down to \$2,400 and sign a promissory agreement that must be paid within 24 months. The agreement must be executed before the date of the termination. If a tenant is terminated for failing to pay on the promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an

application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good standing for three (3) years.

**3. Action to be Taken When Tenant Disagrees with Discrepancy:** If the tenant disagrees with the discrepancy, the burden of proof will be placed on the tenant to show why a discrepancy does not exist. When the discrepancy involves wages, the tenant must contact and resolve the issue with the employer. The tenant will be given a reasonable amount of time, but not to exceed 4 weeks, to resolve the matter. If the family can provide proof that the discrepancy is in error, KCDC will document the file and no further action will be taken. If the family does not provide proof that the discrepancy is in error and if retroactive charges accessed exceed \$2,400, the family's assistance will be terminated with charges added to their move-out balance. At this time the family will have a right to an informal hearing. If the amount owed to KCDC is more than \$2,400, the family may have the right to pay the amount down to \$2,400 and sign a promissory agreement that must be paid within 24 months. The agreement must be executed before the date of the termination. If the charges do not exceed \$2,400, the current monthly amount of rent will be corrected and the family will be given the opportunity to sign a repayment agreement for a period of not more than 24 months to repay. The family will be given an opportunity to contest any adverse findings through KCDC's informal review/hearing process.

**G. File Documentation:** KCDC will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that KCDC has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached. Applicant/participant records/files will be retained by KCDC for a period of not less than three (3) years.

## **11.2 VERIFICATION OF MEDICAL EXPENSES**

To verify medical expenses, KCDC will attempt third-party verification of medical expenses from appropriate sources. If third-party verification is not available, KCDC will request the tenant to provide documents such as receipts, cancelled checks, or paycheck stubs for verifying medical insurance premiums. Also the tenant will be asked to provide receipts for payments to physicians to verify medical costs. Previous medical bills that have been paid in full **will not** be included.

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

The citizenship/eligible noncitizen status of each family member regardless of age must be determined. Citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission and prior to a new member joining the resident family.

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

Prior to being admitted, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. KCDC will make a copy of the individual's INS documentation and place the copy in the file. KCDC also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, KCDC will mail information to the INS so a manual check can be made of INS records.

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

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

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

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

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

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

## **11.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission to the Housing Choice Voucher Program, all family members must have verification of their Social Security Number. If a member of a family indicates they have a Social Security number, but cannot readily verify it, the member must provide a letter from the social security administration or other federal or state government agency. KCDC will allow ten (10) calendar days from the date of application to provide the required documentation. KCDC may allow up to 90 days for a new born baby social security card to be obtained. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied. New family members and children must have social security documentation prior to being added to the lease. Verification of the Social Security Number will be obtained only once. If an applicant/participant is 62 years of age or older, a social security card is not required. The verification of the Social Security Number must be the **original** Social Security card.

If the name on the social security card and the picture ID do not match, KCDC will use the social security card name and require proof of the change in name. The proof will be derived from marriage license or other court documentation.

## **11.5 TIMING OF VERIFICATION**

Information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Verification information for tenants must be dated within sixty (60) days of their reexamination. If the verification is older than sixty (60) days, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, KCDC will verify and update all information related to family circumstances and level of assistance.

## **12.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **12.1 RENT REASONABLENESS**

Program regulation requires KCDC to certify that the rent charged to the housing choice tenant is not more than the rent charged for other unassisted comparable units. KCDC will not approve an initial rent (or a rent increase) in any of the tenant-based programs without determining that the rent amount is reasonable. A lease of an unassisted unit may be requested when determining rent reasonableness. Rent Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved, owner must make the request 60 days prior to the end of the lease period which is usually the recertification date. If the rent increase is requested after recertification, the owner may be required to wait until the next recertification date to increase the rent. If owner eligible for a rent increase, only one increase per year is permitted. KCDC reserves the right to deny an increase in rent based on funding availability;
- B. If sixty (60) days before the contract anniversary date there is a 5 percent decrease in the published Fair Market Rent (FMR) as compared to the previous FMR; and
- C. If KCDC or HUD directs that reasonableness be redetermined.

## **12.2 RENT REASONABLENESS COMPARABILITY**

Each unit inspected will be certified that the approved contract rent is reasonable in relation to rents charged for comparable units in the private unassisted market. A lease of an unassisted unit may be requested when determining rent reasonableness. Factors taken into account will be:

- A. Bedroom Size and
- B. Number of Bedrooms
- C. Unit Type
- D. Square Footage
- E. Location
- F. Quality Rating by Features ( Rent Reasonableness Worksheet)
- G. Age
- H. Amenities
- I. Housing Services
- J. Maintenance
- K. Utilities provided by the owner

In making a rent reasonableness determination, KCDC will compare the rent for the requested section 8 unit to the rent of comparable non subsidized units in the same or comparable census tracts. KCDC maintains total Quality Rating with a maximum point

difference of 15 points when making the final decision on rental value.

### **Rent Reasonableness Methodology**

The KCDC rent reasonableness system is based on unit comparison per the criteria listed above. The system uses a Unit Quality Rating & Rent Reasonableness Worksheet that gives you an overall rating determined by summing the responses to questions about each unit criteria. Based on the number of points derived for each unit, the automated rent reasonableness system in the computer database then displays low, average and high rents for units of similar size and type within the same market area. KCDC currently requires a minimum of two comparable units in order for the unit to pass the rent reasonableness test. Information on unassisted units are maintained in our automated database and are updated or purged annually.

### **Units that Must Not be Used as Comparables**

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent controlled by local ordinance.

### **Rents Charged for Other Units on the Premises**

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units if the premises include more than 4 units. By accepting the KCDC payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give KCDC information regarding rents charged for other units on the premises. Owners are invited to submit information at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable KCDC to establish a higher rental value market.

## **12.3 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD and the payment standard established by KCDC, or, if applicable, the exception payment standard rent (requested by KCDC and approved by HUD) determines the maximum subsidy for a family.

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

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

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

### **12.3.1 Setting the Payment Standard**

The Statute requires that the payment standard be set by KCDC at between 90 and 110 percent of the FMR without HUD approval. KCDC will review its determination of the payment standard annually after publication of the FMRs. KCDC will consider vacancy rates and rents in the market area, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program. If it is determined that success rates will suffer or that families are having

to pay over 40 percent of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

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

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

If success levels are projected to be extremely high and rents are projected to be at or below 30 percent of income, KCDC will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one-bedroom size may increase or decrease while another remains unchanged. KCDC may consider adjusting payment standards at times other than the annual review when circumstances warrant.

KCDC may opt to lower payment standards. A lower payment standard applies immediately to all new admissions, all movers, and stayers with a new HAP contract (e.g., when the owner offers or requires a new lease). For all other voucher participants, decreased payment standard amounts are not applied until the second regular reexamination after the payment standard is lowered. KCDC may request HUD to waive this requirement, for good cause.

If Payment Standards are lowered because of insufficient funding, the following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families.

### **12.3.2 Area Exception Rents (If Applicable)**

To help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, KCDC may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. KCDC may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes or for all or some unit types.

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

## **12.4 ASSISTANCE AND RENT FORMULAS**

### **A. Section 8 Vouchers**

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

### **B. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10 percent of monthly income; or
2. 30 percent of adjusted monthly income; or
3. Minimum rent;

Plus any rent above the payment standard.

C. Minimum Rent.

KCDC has set the minimum rent as **\$25** for the Section 8 Housing Choice Voucher Program. If the family requests a hardship exemption, KCDC will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until KCDC can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. **A hardship** exists in the following circumstances:
  - a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
  - e. When a death has occurred in the family.
2. **No hardship.** If KCDC determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to KCDC for the time of suspension.
3. **Temporary hardship.** If KCDC determines there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. KCDC will offer a reasonable repayment agreement for any minimum rent back payment paid by KCDC on the family's behalf during the period of suspension.
4. **Long-term hardship.** If KCDC determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

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

D. Section 8 Preservation Vouchers/Enhanced Vouchers

1. Payment Standard

- a. The payment standard for a family that stays in the same unit and receives enhanced voucher assistance will receive a special payment standard:
  - i. If the gross rent exceeds the PHA's payment standard, the payment standard used to calculate the voucher housing assistance payment is the gross rent of the unit. (New rent to owner plus the applicable PHA utility allowance).
  - ii. If gross rent is less than PHA's payment standard, the regular payment standard rules apply.
- b. If the dwelling unit is in an exception area, KCDC will use the appropriate payment standard for the exception area.

2. HAP equals the gross rent for the unit minus the greatest of:

- a. 30% of adjusted monthly income; or
- b. 10% of gross monthly income; or
- c. Applicable enhanced voucher minimum rent; or
- d. Other minimum rent established by the PHA as authorized by Federal Law.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by KCDC:
  - a. Rent to the owner for the manufactured home space;

- b. Owner maintenance and management charges for the space; and
    - c. Utility allowance for tenant paid utilities
  3. The participant pays the rent to owner less the HAP.
  4. HAP equals the lesser of:
    - a. The payment standard minus the total tenant payment: or
    - b. The rent paid for rental of the real property on which the family-owned manufactured home is located.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. KCDC will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, KCDC will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25 percent.

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## **12.5 UTILITY ALLOWANCE**

KCDC maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services.

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, KCDC uses normal patterns of consumption for the whole community and current utility rates.

Utility allowance schedules are reviewed annually and revised if any allowance for a utility category has had a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. Information is maintained supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

KCDC uses the appropriate utility allowance for the size dwelling unit actually leased by the family (rather than the family unit size as determined under KCDC subsidy standards).

At each reexamination, KCDC applies the utility allowance from the most current utility allowance schedule.

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

The utility allowance will be subtracted from the family's share to determine the amount of the tenant rent. The tenant rent is the amount the family owes to the owner each month. The amount of the utility allowance is still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the

responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

Tenant-supplied utilities **must be in name of the head of household**, unless a reasonable accommodation must be made for a person with disabilities.

## **12.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

KCDC pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge KCDC a late payment, agreed to in the Contract and according to generally accepted practices in the KCDC jurisdiction.

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

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

## **12.7 CHANGE OF OWNERSHIP OR NEW OWNERSHIP**

KCDC requires a written request by the owner who executed the HAP contract to make changes regarding who is to receive KCDC's rent payment or the address where the rent payment should be sent.

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

- A. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title and address,
- B. Tax Identification Number or Social Security Number, and
- C. Direct Deposit information.

### ***New Ownership***

New owners will be required to execute IRS form W-9. KCDC may withhold the rent payment until the Taxpayer Identification Number is received. The following documents are required from the owner:

- A. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title and address,
- B. Tax Identification Number or Social Security Number, and
- C. Direct Deposit information
- D. At initial leasing or re-contracts, proof that property taxes are not over one year in arrears.

### **13.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS**

KCDC or (an independent inspection agency), will inspect all units, with the exception of KCDC-owned property, to ensure that they meet Housing Quality Standards (HQS). KCDC-owned properties will be inspected by an independent inspection agency at no charge to the family. No unit will be initially placed on the Section 8 Housing Choice Voucher Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

KCDC or (an independent inspection agency) will use the HUD-52580-A Long Form for inspections with the exception of the following pages: 2, 4, 6, 8, 13, 15, 17, and 20. All of these pages, except page 20, are instructional pages. Page 20 is an optional page. Although the aforementioned pages will be removed from the inspection form, the inspectors will have them in their possession for informational purposes for owners. If an owner chooses to review the inspection form, the inspector will show them the entire inspection form - 52580-A Long Form. The purpose of removing the instructional pages is to make the inspection form more manageable - 12 pages instead of 20 pages.

KCDC or (an independent inspection agency) must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first-class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable KCDC or (an independent inspection agency) to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC or (an independent inspection agency) will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance may be given and the family may

be obligated to sign a statement of understanding stating if they miss another appointment for inspection, they may lose their assistance.

Owners and families are obligated to sign the “Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards” at each initial lease signing.

### **13.1 TYPES OF INSPECTIONS**

KCDC or an independent inspection group will perform seven types of inspections:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for Tenancy Approval*. Once inspected, the unit must pass inspection within thirty (30) days.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the housing agency receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Quality Control Inspection - Quality Control inspections will be conducted in compliance with SEMAP regulation 985.2, public housing agency quality control sample. The records will be drawn in an unbiased manner and reviewed by a KCDC or an independent inspector's supervisor. The supervisor's reinspected sample will be drawn from recently completed HQS inspections (performed during the last three months preceding reinspection) and will be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

### **13.2 OWNER AND FAMILY RESPONSIBILITY**

- A. Owner Responsibility for HQS
  - 1. The owner must maintain the unit according to HQS. Detailed information regarding HQS is included in the participant's Briefing Packet and the Owner's Packet.

2. If the owner fails to maintain the dwelling unit according to HQS, KCDC will take prompt and vigorous action to enforce the owner's obligations. KCDC's remedies for such breach of the HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
3. KCDC will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by KCDC and KCDC verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any KCDC-approved extension). Owners and tenants must call to ask for extensions or extensions will not be granted.
4. KCDC will not make Housing Assistance Payments on a new construction unit without a certificate of occupancy or a certificate of completion for a rehabilitated unit.
5. The owner is not responsible for a breach of the HQS that is not caused by the owner and for which the family is responsible. Furthermore, KCDC may terminate assistance to a family because of the HQS breach caused by the family.

**B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household, or a guest, damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other

family-caused defects, the family must correct the defect within no more than 30 calendar days (or any KCDC-approved extension).

3. If the family has caused a breach of the HQS, KCDC will take prompt and vigorous action to enforce the family obligations. KCDC may terminate assistance for the family according to 24 CFR 982.552.

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

KCDC has the following HQS requirements in addition to the minimum standards set by HUD:

- A. At least one window screen per room is required unless the unit has central air conditioning, or the room has an air conditioner;
- B. All units must have smoke detectors, but apartments and newly constructed units must have the smoke detectors wired to the electrical system. Fire extinguishers are also required in apartments and mobile homes;
- C. Written verification from qualified electrical or mechanical personnel if problems are found or suspected;
- D. Doors are required for bedroom entrances;
- E. All bathroom doors must have locks;
- F. Ample closet space must be available in all units;
- G. Appliances must be reasonably clean;
- H. Painting required if walls are heavily marred or soiled;
- I. One dumpster per building for each building containing over four apartments and if refuse disposal facilities are determined inadequate;
- J. The heating system must be capable of maintaining a minimum of 70° F during cold weather;
- K. Storm door, if present, must be in good condition (closer, handles, glass, screen);
- L. Storm windows cannot be used as primary windows and must have at least a screen and glass or two of either or remove;

- M. No bars on at least one window per room if bars are present and there is no other egress;
- N. Minimum bedroom size of 70 square feet (7x10);
- O. Hand rails minimum of 34 inches high;
- P. Guard rails on open side of steps over 30 inches.
- Q. Vent-free heaters are allowed only in non-sleeping rooms, and the tenant must sign a *Vent Free or Ventless Agreement*.

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

##### **A. Correcting Initial HQS Fail Items**

KCDC, or (an independent inspection agency), will conduct an initial inspection of the unit within a reasonable period after the family submits a *Request for Tenancy Approval* and the owner and family indicate the unit is ready for inspection. The owner and participant will be notified of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify KCDC or the (independent inspection agency), to schedule a re-inspection when the repairs have been properly completed. Once the unit passes the inspection, KCDC or the (independent inspection agency) will notify the owner and participant of the results.

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

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s). If the unit fails HQS, the owner and the participant will be advised to notify KCDC (or the independent inspection agency) to reschedule a re-inspection when the repairs have been properly completed.

If the owner fails to correct the items that failed HQS after proper notification has been given, KCDC will abate payment and terminate the contract.

If KCDC abates the payment and terminates the contract, the owner cannot rent the unit to the same tenant or a new tenant until the HQS violation has been corrected.

If the participant fails to correct the HQS failed items that are family caused after proper notification has been given, KCDC will terminate assistance for the family.

C. Timeframes for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Refrigerator, range and oven, or a major plumbing fixture supplied by the owner that is not serviceable must be abated within 72 hours.
3. Extermination of rodent infestation must be done within 72 hours.
4. Non-emergency items must be completed within thirty (30) days of the initial inspection.

D. Extensions

At the sole discretion of KCDC, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, KCDC will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks. Owners and tenants must call to ask for extensions or extensions will not be granted.

### **13.5 EMERGENCY FAIL ITEMS**

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

- A. No hot or cold water
- B. Owner-provided utilities
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit

- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires that could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions that pose an immediate threat to health or safety
- M. When there is not at least one working smoke alarm on each floor.

### **13.6 ABATEMENT**

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

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

## **14.0 RECERTIFICATION**

### **14.0.1 Changes in Lease or Rent**

If the participant and owner agree to any changes in the lease after the initial lease term (1 year), the owner must make the request 60 days prior to the end of the lease period which is usually the recertification date. The lease, including any changes, must be according to this Administrative Plan. Owners must notify KCDC and the tenant of any changes in the amount of the rent at least sixty (60) days before the changes go into effect (recertification date). If the owner is eligible for a rent increase, only one increase per year will be permitted. If the rent increase is requested after recertification, the owner may be required to wait until the next recertification date to increase the rent. Any such changes are subject to KCDC determining them to be reasonable. KCDC reserves the right to deny rent increases to landlords based on funding availability. Assistance shall not be continued unless KCDC has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

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

#### **14.1 ANNUAL REEXAMINATION**

At least annually, KCDC will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

KCDC will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, KCDC will determine the family's annual income and will calculate their family share.

##### **14.1.1 Effective Date of Rent Changes for Annual Reexaminations**

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

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

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

##### **14.1.2 Missed Appointments**

If the family misses the scheduled recertification appointment and fails to reschedule the appointment, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family contacts KCDC to dispute the termination, one more chance may be given and the family will

be obligated to sign a statement of understanding stating if they miss another appointment for recertification, they may lose their assistance.

## **14.2 INTERIM REEXAMINATIONS**

Interim reexamination of the tenant's portion of rent will be made at the request of the tenant due to changes in family income or other relative circumstances. Families may request an interim based on a decrease in income for any reason, except for a decrease that lasts less than 30 days. Once a family requests a rent change that results in a reduction in the tenant portion of rent, the family may be reclassified as a Special Reporter as defined in Section 13.2.1 and all subsequent changes occurring prior to the next annual recertification must be reported to KCDC within ten (10) days of occurrence. KCDC will adjust the Housing Assistance Payments according to these verified changes. At each interim, when there is a reduction in income, KCDC will access the EIV system to run the New Hires Report.

Tenants are required to report all changes in family composition at the time of occurrence, even if the tenant portion of rent is not affected. When warranted, adjustments will be according to regulations. If the unit size is affected by the change in family composition, a voucher for the appropriate size unit will be issued at the time of the annual recertification.

During an interim reexamination, only the information affected by the changes reported will be reviewed and verified. KCDC will not re-verify the income of other family members.

Any increase in family income due to employment must be from employment lasting more than thirty (30) days.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations unless they are on special reporting as defined in Section 13.2.1.

Families are required to report the following changes to KCDC between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family breakup

In circumstances of a family break-up, KCDC will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. In regards to custody of the child when there is a family split, the person who receives residential custody will be the person considered to have custody of the child when determining voucher size.
4. Whether the assistance should remain with the family members remaining in the unit.
5. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.
6. In regards to the death of a participant – HAP will cease at the end of the month that the Head of House deceased. If there are minor children in the house, the voucher may be obtained by an eligible guardian of the minors or if there is another adult on the lease, the voucher may be obtained by the adult, except in the case of live in aide. The live in aide can not obtain the voucher to remain in the unit.

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

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

KCDC will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 15.3.

To add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their original Social Security card within ten (10) days and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. KCDC will determine the eligibility of the new member before allowing the person(s) to be added to the lease. The person will not

be added until the eligibility is determined and the original social security card is obtained. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, KCDC will grant approval to add their name to the lease. The tenant must provide documentation from the owner that the person to be added can be added to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be according to paragraph below 13.2.2.

**D. Earned Income Disallowance families:** Tenants whose disabled family member's income is being disallowed under the Earned Income Disallowance provision must attend an interim recertification at the end of the 12 cumulative month's 100% disallowance and again at the end of the next 12 cumulative month's 50% disallowance.

#### ***14.2.1 Special Reexaminations***

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, KCDC may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

#### ***14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations***

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Families may request an interim based on a decrease in income for any reason, except for a decrease that lasts less than 30 days. Upon such request, KCDC will take timely action to process the interim reexamination and recalculate the family share.

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

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

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

amount is determined. KCDC will run a New Hires report from EIV system any time there is a request for a reduction in rent.

### **14.2.3 Retroactive Charges**

Retroactive charges will be assessed in all cases where the proper rent or monthly payment has not been charged for whatever reason, except KCDC error. Retroactive charges shall be assessed for the total amount that should have been paid had the proper information been received by KCDC and/or the proper rent or monthly payment charges made. The tenant may be terminated from the program in cases of misrepresentation. If the amount of the retroactive charge is more than \$2,400, a repayment agreement will not be executed and the tenant may be terminated. In cases of termination, a tenant will have a right to an informal hearing. At this time, they can agree to pay down to \$2,400 and sign a promissory agreement to pay the remaining \$2,400. The remaining amount must be paid within 24 months. Anyone with charges of \$2,400 or less may be allowed to enter into an agreement to pay and, depending upon the amount owed, may have up to 24 months to pay. Failure to enter into the agreement will result in termination of assistance. If a tenant acquires a third backcharge for failing to report income, it is an automatic termination from the Section 8 Voucher program. No hearing will be permitted for opposition to the termination for repeated backcharges. If a tenant is terminated for failing to sign or pay on a promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good standing for three (3) years.

If a family's income wasn't reported and the unreported income would have caused KCDC to stop Housing Assistance Payments and the family to pay all their own rent for six months, KCDC will calculate the rent, calculate a backcharge and terminate assistance after a 30 day notice since the HAP should have stopped six months after the last housing assistance payment to the owner.

## **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY KCDC**

KCDC may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
- B. If a family member fails to sign and submit consent forms;

- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, proration of assistance, or temporary deferral of assistance. If KCDC determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- D. If any family member has ever been evicted from public housing;
- E. If KCDC has ever terminated assistance under the Voucher Program for any family member;
- F. If any family member or guest of the resident as well as any person under the resident's control commits or engages in drug-related or violent criminal activity on or near the premises; has weapons or illegal drugs seized by a law enforcement officer; or manufactures methamphetamine on the premises;
- G. If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- H. If the family currently owes rent or other amounts to KCDC or to another housing agency in connection with Section 8 or public housing assistance under the 1937 Act;
- I. If the family has not reimbursed any housing agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- J. If the family breaches an agreement with KCDC to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency. (KCDC, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency.
- K. If a family participating in the Family Self-Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation;
- L. If the family has engaged in or threatened abusive or violent behavior toward housing agency personnel;
- M. If any household member is registered under a sex offender registration program;

- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by KCDC to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. A family will be terminated if the family commits any serious or repeated violation of the lease. A family who causes \$500 in damages to a unit or commits any serious or repeated violations of the lease will be terminated from the Section 8 Housing Choice Voucher Program and will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or without eviction for any serious or repeated violations of a lease to establish eligibility for KCDC assisted housing. The proof of the \$500 in damages will be derived from court documentation provided by the property owner. The damage documentation must be provided to KCDC within 30 days of move-out. During court negotiations, the family's assistance will not be terminated. If the final outcome determines the family owes more than \$500 in damages, the family assistance will be terminated.

If the family receives an agreement through court proceedings to repay the owner for damages, the family assistance will not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation of the default, the assistance will be terminated at that time.

If no court negotiations are necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance will not be terminated; however, if the family defaults on the repay agreement and the owner can provide documentation of the default, the family assistance will terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures receives an agreement through court procedures to repay the owner for rent, the family assistance will not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the Owner provides documentation of default, the assistance will be terminated at that time. The family will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, to establish eligibility for KCDC assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

- P. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a Family

Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance may be given and the family may be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance.

- Q. **Misrepresentation:** If, at any time, KCDC learns that a tenant made any misrepresentation to be eligible for assistance, the tenant's assistance may be terminated even though the tenant's current status may be eligible. A tenant's misrepresentation that results in a lower portion of tenant rent than should have been paid will result in the tenant being required to pay the difference between that amount and the amount that should have been paid. In justifiable cases, KCDC may take such action as it deems reasonable.

### 15.1 VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING

In accordance with the Violence Against Women Act (VAWA), KCDC will not terminate a tenant's assistance who is a certified victim of an actual or threatened incident of domestic abuse as defined by the Act. Also, KCDC will not terminate a tenant's assistance who is a certified victim for criminal activity that is directly related to domestic abuse. KCDC may terminate a tenant's assistance who is a victim if there is an actual and immediate threat of harm to others or for other lease violations not based on domestic abuse.

KCDC will give a tenant 14 business days after written request to certify victim status either by (1) completing and submitting to KCDC HUD certification form 50066 (which is available at the rental office); or (2) providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (you or another member of your immediate family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or (3) producing a Federal, State or local police or court record.

Definitions as used in this Policy:

- A. **Domestic Violence** – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

- B. **Dating Violence** – Means violence committed by a person,
1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - a. The length of the relationship.
    - b. The type of relationship.
    - c. The frequency of interaction between the persons involved in the relationship.
- C. **Stalking** – Means:
1. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (b) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
  2. In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
    - a. That person;
    - b. A member of the immediate family of that person; or
    - c. The spouse or intimate partner of that person.
- D. **Immediate Family Member** - Means, with respect to a person:
1. A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
  2. Any other person living in the household of that person and related to that person by blood or marriage.
- E. **Perpetrator** – Means person who commits an act of domestic violence, dating violence or stalking against a victim.

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

### **16.1 COMPLAINTS**

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

If a family has an HQS complaint, they must call the owner. For nonemergencies, the family should send the complaint in writing to the owner and KCDC.

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

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

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

#### **B. When an Informal Review is Not Required**

KCDC will not provide the applicant an opportunity for an informal review for any of the following reasons:

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

7. Discretionary administrative determinations by KCDC.

C. Informal Review Process

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

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

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

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

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

E. Informal Review Procedures for Denial of Assistance on the Basis of Drug Activity. In determining whether to provide assistance, KCDC will consider verifiable evidence of whether the household member(s):

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

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

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

#### **A. When a Hearing is Required**

1. KCDC will give a participant family an opportunity for an informal hearing to consider whether the following KCDC decisions relating to the individual circumstances of a participant family are according to the law, HUD regulations, and KCDC policies:
  - a. A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from KCDC's utility allowance schedule;
  - c. A determination of the family unit size under KCDC subsidy standards;
  - d. A determination that a Housing Choice Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under KCDC subsidy standards, or KCDC determination to deny the family's request for an exception from the standards;
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act;
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under KCDC policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, KCDC will give the opportunity for an informal hearing before KCDC terminates HAPs for the family under an outstanding HAP contract.

#### **B. When a Hearing is Not Required**

KCDC will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

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

C. Notice to the Family

1. In the cases described in paragraphs 16.(B)(1)(a)(b), and (c) of this Section, KCDC will notify the family that the family may ask for an explanation of the basis of KCDC's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16. (B) (3) of this Section, KCDC will give the family prompt written notice that the family may request a hearing within ten (10) business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within ten (10) business days of the notification.

D. Hearing Procedures

KCDC and participants will adhere to the following procedures:

1. Discovery

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

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

2. Representation of the Family

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

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by KCDC, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing according to KCDC hearing procedures.

4. Evidence

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

5. Issuance of Decision

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

6. Effect of the Decision

KCDC is not bound by a hearing decision:

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

E. Considering Circumstances

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

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

If KCDC seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that KCDC provides notice to the family of KCDC's decision to deny or terminate assistance. If violation was older than one year, assistance may not be terminated but will be addressed on a case by case basis. In determining whether to terminate assistance for these reasons KCDC will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
  2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
  3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
- F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

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

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

## **17.0 TERMINATION OF THE LEASE AND CONTRACT**

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

KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and the tenant prior to recertification date that it is determined there is insufficient funding to continue the HAP contract. The following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families. KCDC will add the families being terminated to the top of the waiting list and when funding is resumed, the family will receive a voucher for their rental assistance.

- A. Termination of the Lease

1. By the family

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

2. By the owner

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

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason, such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give KCDC a copy of any owner eviction notice to the tenant at the same time the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By Mutual Agreement

The family and the owner may at any time mutually agree to terminate for extraordinary circumstances. The extraordinary circumstances must be approved by a supervisor.

B. Termination of the Contract

1. Automatic termination of the contract

- a. If KCDC terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.
- d. HAP terminates the month the tenant becomes deceased.

2. Termination of the contract by the owner

The owner may only terminate tenancy according to the lease and state and local law.

3. Termination of the HAP contract by KCDC

KCDC may terminate the HAP contract because:

- a. KCDC has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Housing Choice Voucher Program.
- d. When the family breaks up and KCDC determines that the family members who move from the unit will continue to receive the assistance.
- e. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit according to HQS;
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act;
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
  - v. If the owner has engaged in drug-related criminal activity trafficking or any violent criminal activity.
  - vi. Failure of an owner to report a deceased tenant is a breach of the HAP contract.
  - vii. If KCDC finds at an initial lease or recontract of the unit that the owner is more than one year in arrears on his/her state or local property taxes.
- f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

g. KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and the tenant at the recertification date that it is determined there is insufficient funding to continue the HAP contract. If Payment Standards are lowered because of insufficient funding, the following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families. KCDC will add the families being terminated to the top of the waiting list and when funding is resumed, the family will receive a voucher for their rental assistance.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, KCDC will continue to make payments until the owner obtains a judgment or the family moves out. The owner must file a detainer warrant within five (5) days of the move-out date stated in the eviction notice.

5. Abandonment

If the tenant abandons the unit, the owner will keep the housing assistance payment for the month the tenant abandons. The family will not be responsible to repay the housing assistance payment for the month of abandonment. The tenant will receive a termination of assistance letter. If the tenant wants to reapply for housing, they must prove they have lived in a property for two years in good standing and without abandoning a property.

## **18.0 OPERATING RESERVE EXPENDITURES**

Expenditures from the Operating Reserve Account for purposes other than Section 8 Housing Choice Voucher Program operation will require specific Board approval for individual expenditures exceeding \$25,000.

## **19.0 KCDC-OWNED HOUSING**

Units owned by KCDC and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. To comply with federal regulation, KCDC will make available through the briefing process both orally and in writing the availability of KCDC-owned units (notification will also include other

properties owned/managed by the private sector available to Housing Choice Voucher holders).

## **20.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

### **A. New HAP Contracts**

On and after August 12, 1999, KCDC entered into a HAP contract for a tenancy only under the voucher program and did not enter into a new HAP contract for a tenancy under the certificate program.

### **B. Voucher Tenancy**

If KCDC had entered into any HAP contract for a voucher tenancy prior to the merger date of August 12, 1999, on and after August 12, 1999, such tenancy will continue to be considered and treated as a tenancy under the voucher program and is subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment according to 24 CFR 982.505.

### **C. Regular Certificate Tenancy**

KCDC terminated program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of August 12, 1999, at the effective date of the second regular reexamination of family income and composition on or after the merger date of August 12, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminated automatically. KCDC gave at least 120 days written notice of such termination to the family and the owner, and KCDC offered the family the opportunity for continued tenant-based assistance under the voucher program.

## **21.0 DOCUMENT AUTHORITY**

Requirements and procedures set forth in this document are applicable to the Section 8 Tenant-Based and Project Based Voucher programs administered by KCDC as specified herein. All the terms and conditions of this document shall be governed by the United States Housing Act of 1937, as amended; the Department of Housing and Urban Development's (HUD) Section 8 Regulations (Code of Federal Regulation 24); the Tennessee Uniform Residential Landlord and Tenant Act, where applicable, as well as all applicable federal, state and local laws. This document is automatically superseded by any applicable change in these laws and will be revised periodically to reflect such changes.

## **22.0 EMPLOYEE CODE OF CONDUCT**

All employees of KCDC must abide by the KCDC employee Code of Conduct that is a supporting document to KCDC's Public Housing Agency Plan and is available in each KCDC location. The code of conduct is also available on the KCDC intranet and in each supervisor's office for each employee to view.

## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing agency stops billing the initial housing agency for assistance on behalf of a porting family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative Fee:** Fee paid by HUD to KCDC for the administration of the program.

**Administrative Plan:** The plan that describes housing agency policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under state and local law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly or disabled families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of KCDC.

**Amortization Payment:** In a manufactured home space rental or the Section 8 Home Ownership Program: The monthly debt service payment by the family to amortize the purchase price of the home.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing agency under which HUD agrees to provide funding for a program under the 1937 Act, and KCDC agrees to comply with HUD requirements for the program.

**Annual Income:** All amounts, monetary or not, that:

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

- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Annualization of Income:** If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or KCDC believes that past income is the best available indicator of expected future income, KCDC may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period. (24 CFR 5.611)

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** See net family assets.

**Asset Income:** Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

**Assisted lease (lease):** A written agreement between an owner and a family to lease a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and KCDC.

**Certificate:** A document issued by a housing agency to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing agency approval of a unit selected by the family. The certificate also states the obligations of the family under the program. The Certificate Program ended August 12, 1999.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return

information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing agency 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 Housing Choice Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Debts Owed to PHA's and Termination Report:** [National Repository of families that owe debt to any PHA nationwide; and/or left a PHA program under negative circumstances.](#)

**Decent, safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

**Drug related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Economic Self-sufficiency Program:** Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Employee Code of Conduct:** Ethical and other conduct standards and responsibilities KCDC employees are to abide by to assure the proper performance of KCDC business and maintenance of confidence by the public in KCDC.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the state SSI benefit level.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone and cable), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** Includes all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

**Family Self-Sufficiency Program (FSS program):** The program established by a housing agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family rent to owner:** The portion of rent to owner paid by the family.

**Family share:** The portion of rent and utilities paid by the family.

**Family unit size:** The appropriate number of bedrooms for a family as determined by KCDC under KCDC's subsidy standards.

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and recertification process, and, at the option of KCDC, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, KCDC may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** Includes all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing agency, which includes (1) a payment to the owner for rent under the family's lease, and (2) an

additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 Housing Choice Voucher Program.

**Housing voucher:** A document issued by a housing agency to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing agency approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

**Imputed income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Agency:** In portability, both: (1) a housing agency that originally selected a family that later decides to move out of the jurisdiction of the selecting housing agency; and (2) a housing agency that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing agency.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Jurisdiction:** The area in which KCDC has authority under state and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for leasing a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a

family with housing assistance payments under a HAP Contract between the owner and KCDC.

**Legal Capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a member of the assisted family and is not entitled to the HCV as the remaining member of the tenant family.

After submitting a completed *Reasonable Accommodation Request Form*, staff will verify information with a medical professional, screen and add the live-in aide to the lease, and will disallow the income of the live-in aide if the medical professional determines a live-in aide is needed full time. If the medical professional determines the tenant needs a part-time live-in aide, a part time live in aide does not meet the definition of live-in aide since 982.420 (7) implies live in aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act]

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums and, when applicable, discounts received under a Medicare-approved discount drug card, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**Monthly adjusted income:** One twelfth of adjusted income (see definition for adjusted income).

**Monthly income:** One twelfth of annual income.

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing agencies or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Notice of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Occupancy standards:** The standards that KCDC establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to KCDC's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by KCDC for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, KCDC sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, **or**

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

- (1) is expected to be of long, continued, and indefinite duration,

- (2) substantially impedes his or her ability to live independently, and

- (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

- c. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

- (2) is manifested before the person attains age 22;

- (3) is likely to continue indefinitely;

- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependency.

- d. An individual who has a 51% or higher disability with a VA pension qualifies as a disabled person.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing agency.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Project Based Voucher:** Under a project based voucher program, subject to compliance with the PBV program, KCDC may take a certain percentage of its tenant based voucher program budget authority and attach the funding to specific units rather than using it for tenant based assistance.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing Agency:** A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Agency:** In portability, a housing agency that receives a family selected for participation in the tenant-based program of another housing agency. The receiving housing agency issues a voucher and provides program assistance to the family.

**Recertification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting, and anchoring the manufactured home.

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Special admission:** Admission of an applicant that is not on KCDC's waiting list, or admission without considering the applicant's waiting list position.

**Special Housing Types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperative (including mutual housing) home ownership option (if applicable), and manufactured homes (including manufactured home space rentals).

**State Wage Information Collection Agency (SWICA):** The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Subsidy standards:** Standards established by a housing agency to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by KCDC, from the time when the family submits a request for housing agency approval to lease a unit, until the time when KCDC approves or denies the request (also referred to as tolling).

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

- a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted according to the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments that is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

**Upfront Income Verification:** KCDC will use HUD's Upfront Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to the following:

**Enterprise Income Verification (EIV) System** – A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and a benefit tool that matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

**Utility allowance:** If the cost of utilities (except telephone and cable) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical, and sewer lines.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner.

## **VAWA: Violence Against Women Act**

### **Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are

- (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.;
- (2) Documentation, such as a copy of a birth certificate or bank statement;
- (3) Family certification or declaration (only used when third-party or documentation verification is not available).

**Very low-income families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a housing agency to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and procedures for housing agency approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with designated search time.

**Waiting list admission:** An admission from KCDC's waiting list. *[24 CFR 982.4]*

**Welfare assistance.** Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state, or local governments. *[24 CFR 5.603(d)]*

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare-to-Work (WTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

## APPENDIX

### TYPES OF VERIFICATION

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

<b>Verification Requirements for Individual Items</b>		
<b>Item to be Verified</b>	<b>Third-Party Verification</b>	<b>Hand-Carried Verification</b>
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security Administration, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligibility immigration status	INS SAVE confirmation number	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full-time student status (if over 18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other medical professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, caregivers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
Certificates of Deposit (CD), bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
<b>Verification Requirements for Individual Items</b>		
<b>Item to be Verified</b>	<b>Third-Party Verification</b>	<b>Hand-Carried Verification</b>
Stocks	Letter from broker or holding company	Stock or most current statement, price in

		newspaper, or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Employer Report/electronic reports	Multiple pay stubs when tenant disagrees with UIV
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Notarized statement from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, notarized statement from source, letter from Child Support Office/Human Services office	Child support record of deposits , divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports (computer matching) from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating whether <ul style="list-style-type: none"> <li>• Enrolled</li> <li>• Training is HUD approved</li> <li>• State or local program</li> <li>• It is employment training</li> <li>• Payments are for out-of-pocket expenses incurred to participate in a program</li> </ul>	N/A

