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RIPLEY COUNTY PUBLIC HOUSING AGENCY ADMINISTRATIVE PLAN

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STATEMENT OF OVERALL APPROACH AND OBJECTIVES

The Ripley County Public Housing Agency will operate in five counties in Southeast Missouri. These counties are: Butler, Carter Reynolds, Ripley and Wayne. Each of the five county courts have passed a resolution agreeing that there exists within the region a shortage of safe, sanitary dwellings that low-income and elderly persons can afford. Each county court has further agreed that they will cooperate under State Law RSMO-70.010 as a region-wide PHA. Ripley County was designated the signatory county to administer the program. The prosecuting attorney of the signatory county provided a legal opinion indicating the Cooperative Agreement and Contract were in compliance with applicable laws. The Ozark Foothills Regional Planning Commission will administer the Section 8 Housing Programs (Housing Choice Vouchers, FSS, Mainstream, VASH, and TPV (Tenant Protection Vouchers) as per the contract with Ripley County Court and in accordance with HUD regulation CFR Title 24, Part 800, and will also observe local, state and federal fair housing laws.

The primary goal of this program, as expressed in the county resolution, is to provide better housing and economic conditions for low-income families. All families served by this program will reside in units that meet HUD housing quality standards.

The rental assistance provided by this program will allow individuals or families (two or more persons sharing residency whose income and resources are available to meet the family's needs, and who are related by blood, marriage, or operation of law or who give evidence of having a stable relationship which has existed over a period of time) to improve their economic situation by making it possible for the family to reallocate financial resources to other necessary expenses. This program will encourage landlords to upgrade substandard units so that they will be eligible to participate. Ultimately, it is hoped that this program will result in a general upgrading of the quality of rental housing for low-income and elderly people in this area.

NON-DISCRIMINATION POLICY

The Ripley County Public Housing Agency does not discriminate in the provision of services or the administration of its programs on the basis of race, color, religion, creed, sex, disability, familial status or national origin.

ADMINISTRATION OF PROGRAM FUNCTIONS

I. Outreach to Families and Contact with Owners

Family and owner outreach will be conducted in accordance with the PHA's Equal Opportunity Housing Plan. If those procedures are inadequate to maintain sufficient waiting lists, additional outreach will be conducted with real estate personnel and rental property owners when necessary. Efforts will be made to locate and encourage participation of owners with handicapped accessible units.

II. Acceptance of Applications, Determination of Eligibility, and Selection of Families

A. Applications

Applications are accepted at the PHA office while the waiting list is open. Interested persons will complete a written pre-application form providing basic eligibility information. Applicants who are apparently eligible in accordance with the eligibility requirements set forth in Section B below will be placed on the waiting list. Applicants who are obviously ineligible will be so notified in writing, including their right to an informal review of the decision, in accordance with the PHA's grievance procedures.

To assure that handicapped persons have an equal opportunity to apply for and participate in the PHA's programs, the PHA office is handicap accessible and is located in an accessible building. If requested, the PHA will provide an interpreter or informational materials on audiotape for persons off Limited English Proficiency (LEP). Services are available to all eligible individuals regardless of race, color, or nation origin.

B. Eligibility Requirements

To be eligible for participation in the PHA's Section 8 programs applicants must meet the following criteria:

1. Family Composition. The applicant must qualify as a family without regard to perceived sexual orientation, gender identity, or marital status.
 - a. Per CFR 982.201, a family may be a single person or group of persons that may or may not include children, elderly persons, disabled persons. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.
 - b. Both members of a married couple may or may not be members of the same family as indicated by income tax filing status, bank account ownership, court documentation of a legal separation, utility account ownership, address verifications, etc. The Lease Agreement executed between the owner and the tenant shall list all members of the household.
 - c. A co-head is an individual living in the household that is equally responsible with the head of household for ensuring the family fulfills program responsibilities. The co-head is not a spouse of the head of household. A family can have a spouse, or a co-head, but not both. An emancipated minor may not be designated as a co-head.
 - d. A dependent is a family member who is less than eighteen years of age, a full-time student, or a person of any age who is disabled. A head of household, spouse, co-head, foster child, foster adult, or live-in aide can never be dependents. Dependents subject to joint custody may be considered part of the family, but may not be counted in two different assisted households. The PHA will consider any custody orders/agreements, income tax documentation, and the amount of time the child resides in the assisted unit when determining dependency.
 - e. Unmarried, non-veteran full and part-time students enrolled in institutions of higher education who are under the age of twenty-four, have no dependent children, and are seeking assistance on their own, separately from their parents, must qualify for Section 8 rental assistance. To qualify, both the student and the student's parent's (individually or jointly) must be income eligible. Parents include the biological or adoptive parents, or guardians (e.g. grandparents, aunt/uncle, godparents, etc.). This restriction applies only if the student is not a person with a disability and who was receiving Section 8 assistance as of November 30, 2005.

An independent student is not subject to the above eligibility

restriction. To be independent, the student must meet one of the following criteria:

- (1) at least twenty-four years of age by December 31 of the year in which assistance is sought;
- (2) be an orphan or ward of the court through the age of 18;
- (3) be a veteran of the U.S. Armed Forces;
- (4) have legal dependents;
- (5) be a graduate/professional student;
- (6) be married;
- (7) be of legal contract age under Missouri law;
- (8) has established a household separate from his/her parents for at least one year prior to application;
- (9) was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms; or,
- (10) Provides a certification from his/her parents of the amount of financial assistance to be provided by his//her parents even if no assistance is being provided.

A veteran is a person who served in the active military, naval, or air service and who was discharged or released therefrom under conditions other than dishonorable.

The PHA will verify student independence by reviewing prior year income tax returns to determine if the students was claimed as a dependent, obtaining a signed certification from each parent of the amount of financial assistance to be provided to the student, obtaining verification of proof and length of the student's residence prior to application, or any third-party documentation confirming any of the above-stated criteria.

2. Household Composition. A household is not the same as a family. While live-in aides, foster children, and foster adults are not considered family members, they are considered members of the household. A live-in aide is a person who resides with one or more elderly, near elderly, or disabled persons, is not obligated to support the person, and would not be living in the unit except to provide the necessary supportive services. Only the income of family members is included in subsidy calculation and reported by the PHA on Form HUD-50058.

Foster adults are person with disabilities unrelated to the assisted family and unable to live alone. A person with a disability is a person who has a disability as defined in federal law 42 U.S.C. 423 or 42 U.S.C. 6001, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment, but could be improve by more suitable housing conditions.

3. Income Guidelines. Total annual income of the household shall not exceed the applicable income limit as published by the Department of Housing and Urban Development at the time the application for assistance is processed or the housing voucher is issued. Only applicants who qualify as very low income may be issued a housing voucher.
4. Previous Participation.
 - a. Any applicant who was formerly terminated due to the conduct of fraudulent activities in connection with any federally-subsidized housing assistance program will be ineligible to receive rental assistance from the Ripley County Public Housing Agency (PHA) until after three years have passed since termination from the program.
 - b. Any applicant who was formerly terminated due to violation of family/household obligations in connection with any federally-subsidized housing program will be ineligible to receive rental assistance from the Ripley County PHA until after one year has passed since termination from the program.
 - c. Any applicant who has been convicted by a court of law of drug use or other illegal criminal activity must wait three years from the date the suspicion was made public, the conviction, or termination, if applicable, whichever is later, prior to becoming eligible to receive rental assistance from the Ripley County Public Housing Agency.
 - d. Any individual convicted of the manufacture of a controlled substance in a HUD assisted unit shall never again be eligible for housing assistance either as head of household or household member.
 - e. Any applicant who currently owes money to any PHA in with any federal housing assistance program may be placed on the waiting list; however, he or she must reimburse the PHA in full prior to a voucher being issued.
 - (1) if the applicant has breached a previous repayment agreement with the PHA, full reimbursement must be made prior to participation in the rental assistance program.

- (2) if the PHA learns, during the course of the assistance contract, that an assistance recipient holds a debt with another PHA, the recipient will not be recertified for assistance until the debt is satisfied. Original signed and dated documentation from the debt holder must be presented as evidence of payment by the assistance recipient to the PHA prior to the continuation of assistance.
 - f. Any applicant denied rental assistance may request in writing an informal hearing appealing the decision to deny such assistance within ten days of the date of notification.
5. Other Eligibility Requirements. Any other eligibility requirements as may be established from time to time by the Department of Housing and Urban Development.

C. Selection of Families

1. Preferences

- a. An applicant may claim qualification for a preference at the time of application by certifying to the PHA that they qualify for local preferences (defined in Paragraph 4 of this section). After preliminary verification by the PHA, the applicant will be given preference status on the waiting list.
- b. All local preferences shall be considered as equal with no ranking applied.
- c. Before issuing a voucher, a final verification shall be made by the PHA that the family is, at the time the assistance is offered, qualified to receive a local preference.

2. Waiting Lists

- a. Applicants will be placed on the waiting list without regard to race, color, religion, creed, sex, disability, familial status, or national origin.
- b. Applicants will be ranked and placed on the waiting list by time and date of application, as well as preference status, only.
- c. All changes to information contained within a submitted application (including a change of address) must be requested by the applicant in writing.
- d. When the waiting list is to be opened, an announcement shall be made in a newspaper of general circulation prior to the first day applications are accepted.

- e. If insufficient funding exists to admit all eligible applicants to the PHA's Section 8 program, the PHA may suspend the taking of applications.
 - f. The PHA may purge the waiting list at any time at its discretion after considering the length of the waiting list, staff resources, how quickly applicants are being selected from the list, and the number of families not responding to correspondence from the PHA. Applicants who do not respond to requests for information, updates, or appointments will be removed from the waiting list.
3. Contact of Applicants. When an opening occurs, the applicant at the top of the waiting list will be contacted via regular mail at the most recent address on file at the PHA. If an applicant does not respond by the deadline date specified in the contact letter, the application will be canceled and their name will be removed from the waiting list.
4. Local Preferences. An applicant may qualify for a local preference if, at the time of application, the following criteria has been met:
- ✓ the applicant is an individual who is sixty-two years of age or older.
5. Verification Procedures for Local Preferences
- a. Elderly – Verification of elderly status is established by the following documentation:
 - (1) Presentation of birth certificate or other official certification indicating the applicant's date of birth.
6. Denial of Local Preference Status
- a. If the PHA determines that an applicant does not meet the criteria for receiving a local preference, the PHA will promptly provide the applicant with written notice of the determination. The notice shall contain a brief statement of the reasons for the denial and state that the applicant has the right to meet with the PHA's designee to review the decision. If requested, the meeting must be conducted by a person or persons designated by the PHA. Those designated may be an officer or employee of the PHA, other than the person who made or reviewed the determination, or his or her subordinate. Following a final decision to deny a local preference, the applicant will be placed upon the waiting list according to the time & date the application was made.

III. Verification of Income and Determination of Total Tenant Payment

A. Verification of Income

1. When an applicant has been contacted for an opening, a formal written application shall be completed and signed by all household members eighteen years of age and older. All household members eighteen years of age and older must certify that income and other information provided to the PHA is accurate and complete as of the date of briefing notification. They must also certify as to their understanding that false statements are punishable under federal law and grounds from denial of assistance and/or termination from the program.
2. Applicants shall be required to sign HUD-9886, *Authorization for the Release of Information*. This form must be signed by the head of household, spouse, and all family members at least 18 years of age who will be living in the unit. Refusal to sign this form will result in denial of participation and cancelation of the application.
3. Complete and accurate third-party verification of identity and citizenship must be provided for all family members. To meet this requirement, a birth certificate and proof of social security number are required for each household member.
4. All assets held by an applicant must be reported to the PHA and certified by original third-party documentation. Assets held by an applicant and valued at \$5,000 or more must be included within the housing assistance payment calculation. All asset holdings and valuation will be verified by third party consultation and documentation except for when either of the following circumstances apply:
 - a) the independent third-party source is not capable or willing to provide documentation; or,
 - b) it is not cost effective or reasonable for the PHA to obtain the documentation.
5. All information relative to family composition, total family income, allowable deductions, and preference will be verified and all verified findings will be documented and placed in the applicant's file. Failure of the applicant to provide requested documentation or adequate information for verification within ten working days of the PHA's request will result in cancelation of the application and removal from the waiting list.
6. Allowable medical deductions shall be unreimbursed, projected for the following twelve-month period, and determined per the current IRS 502 Publication. Childcare costs for children twelve years of age and younger are allowable deductions regardless of whether or not other adult household members are available to provide such care. Third party verification of the childcare expenses must be obtained.

7. A *Zero-Income Worksheet* must be completed by all families claiming that no income exists to support the household. The *Zero-Income Worksheet* must be completed within 60 days of voucher issuance or upon notification to the PHA of loss of income and updated annually during the Annual Recertification process.
8. Whenever possible, verification will be made by third-party contact.

B. Determination of Total Tenant Payment

1. Annual income is defined as the total family income from all sources anticipated to be received for the 12-month period following the effective date of the initial determination or the effective date of re-examination. The standards used to calculate annual income will be as follows:
 - a) fifty-two weekly checks
 - b) twenty-six bi-weekly checks
 - c) twelve monthly checks
2. All total Tenant Payment calculations will be computed in accordance with the definitions and procedures set forth in the federal regulations governing the Section 8 programs, and any amendments thereto. Computations will be re-calculated frequently to ensure accuracy.
3. The current HUD Fair Market Rents (FMR) shall be used when calculating subsidy and total tenant payments for an assisted unit.
4. Utility allowance calculations will be based upon the lesser of the number of bedrooms as listed upon the voucher or the actual number of bedrooms within the subsidized unit.
5. An exclusion of student income but reported upon Form HUD -50058.

C. Notification to Ineligible Applicants

Applicants determined to be ineligible following verification procedures shall be given prompt written notice stating the reason and informing the applicant of the right to an informal review of the decision, in accordance with the PHA's grievance procedures.

IV. Determination of Voucher Size

A. PHA Occupancy Standards

The unit size designated on the housing voucher will be the smallest number of bedrooms consistent with the following PHA Occupancy Standards:

1. The dwelling unit shall contain at least one bedroom of appropriate size for each two persons residing in the household regardless of age or sex. Zero-bedroom vouchers will be issued only to one-person households, and zero-bedroom units will be approved only for one-person households. Foster children and live-in aides will be included in determining unit size. A child who is temporarily away from the home because of placement within foster care is considered a member of the family.
2. When determining voucher unit size, live-in aides shall occupy a private bedroom. The need for live-in aides shall be verified by the written statement of a healthcare professional per the PHA's *Policy and Procedure for Reasonable Accommodation* (see Section IV. B.). Any individual whose income and resources are available to meet the household's needs may not serve as a live-in aide within that household. The live-in aide must be listed as a household member upon the Housing Assistance Payments (HAP) Contract between the property owner and the PHA, the Lease Agreement between the tenant and the property owner, and the 50058 reporting form submitted by the PHA to HUD. The live-in aide may be compensated or not compensated. A live-in aide may be disabled or not disabled. The income earned by a live-in aide is not considered in the calculation of family income and is not included or excluded for PHA reporting purposes to HUD.
3. In the event of initial voucher issuance, only those individuals listed upon the Lease Agreement between the Owner and the Tenant may be considered within the initial occupancy standard calculation. The PHA must be provided and maintain within its record the most recent copy of the Lease Agreement between the Owner and the Tenant.
4. Additional bedrooms may be granted for the placement/storage of medical equipment if properly documented per the criteria found at 24 CFR 5.403 and per the PHA's *Policy and Procedure for Reasonable Accommodation*. If the additional bedroom is found not to be utilized for such purposes, the payment standard for the home will be reduced to the appropriate unit size and the family may be terminated from the program.

B. Reasonable Accommodation

A *Reasonable Accommodation* is intended to provide persons with disabilities with equal opportunity to participate in Ripley County Public Housing Agency's rental assistance program through the modification of program policies and procedures. An accommodation may be considered "reasonable" if it does not cause an undue burden or fundamental alteration in the nature of the housing program.

A *disability* is a physical or mental impairment which substantially limits one or more major life activities, such as caring for one's self, performing major tasks, walking, seeing, hearing, speaking, breathing, learning and working; a record of such an impairment; or being regarded as having such an impairment. The term disability does not include current illegal use of a controlled substance.

Ripley County PHA will consider a request for a reasonable accommodation when a disability interferes with equal opportunity to participate in the housing program and a reasonable modification of policies and procedures will provide equal access to program services. Requests for reasonable accommodations will be considered on a case-by-case basis.

The applicant/participant, or someone acting on their behalf, must submit a request in writing, if possible, for a reasonable accommodation. The request must include the following:

1. the reason for the request;
2. documentation a disability exists;
3. a proposal for a reasonable accommodation, which, if implemented, would result in overcoming barriers to equal access and facilitate the use of the housing program; and,
4. documentation of the involvement of any person, agency or organization, which will assist or monitor the implementation of the reasonable accommodation requested.

If you make a reasonable accommodation request, Ripley County PHA may request reliable documentation that you have a disability and verification of the need for the particular accommodation(s). The type of verification to be provided depends on the specifics of the situation. The verification must be provided by any third-party provider who can substantiate your disability on forms that the Ripley County PHA provides. The third party provider should be a professional knowledgeable about the situation and competent to render an opinion.

Any applicant/participant may request assistance by completing a *Request for a Reasonable Accommodation* provided by the PHA, or ask that the form be provided in an equally effective format or means of communication. The PHA Director shall oversee compliance with reasonable accommodation requirements. All decisions regarding a request for a reasonable accommodation will be provided in writing within fifteen days of the receipt of all required documentation with implementation to occur within thirty days. Requestors may appeal an unfavorable decision regarding the accommodation pursuant to the PHA's Grievance Procedures. All verification forms disclosing private medical facts will remain confidential and shall be maintained within the tenant file which is marked "Confidential" and locked away when not attended.

V. Issuance of Vouchers and Briefing of Families

A. Issuance of Vouchers

When sufficient funding is available, and verification of all information has been completed and all required documentation received, the PHA shall issue a Housing voucher to the applicant. The PHA housing coordinator must submit Form

HUD-50058 (Family Report) to HUD no later than sixty calendar days from the effective date of any action including the issuance of a Housing voucher.

B. Briefing of Families

1. The PHA will schedule an appointment with the applicant for a briefing via letter or phone communication with a follow-up letter. If the applicant fails to keep the appointment, a second appointment will be scheduled. If the applicant fails to keep the second appointment, his/her application will be canceled and his/her name removed from the waiting list.
2. Upon issuance of a voucher, the applicant and all adult family members will be briefed by a member of the PHA staff, at which time a full explanation of program requirements will be provided to the family, including the following:
 - a) family and owner responsibilities under the program;
 - b) information on how to find a suitable unit;
 - c) information on applicable Housing Quality Standards and procedures for inspections;
 - d) significant aspects of applicable state and local laws and fair housing laws;
 - e) information regarding Fair Market Rents or Payment Standards, determination of Total Tenant Payment and Tenant Rent, and explanation of determination of Housing Assistance Payment;
 - f) portability procedures; and,
 - g) procedures for notifying the PHA of any required changes in income or family composition that are required to be reported.

The PHA will perform necessary criminal history background checks in the State of Missouri and in other states where the household members were known to have resided. The PHA must ask whether a member of the household is subject to a lifetime sex offender registration requirement in any state. The PHA will utilize the Dru Sjodin National Sex Offender Database found at www.nsopw.gov to determine if any household member is subject to the requirement. The PHA must offer the family the opportunity to remove the ineligible family member from the household.

The PHA must destroy the results of the criminal background check, but record that the screening was conducted as well as the type of screening and date performed. The PHA must provide a copy of the information to the subject of the record and the applicant; an opportunity for the applicant to

dispute the information must be afforded per the PHA's Grievance Procedures.

3. The applicant will be given a voucher holder's packet at the briefing, which shall include the following:
 - a) request for Tenancy Approval;
 - b) lease addendum which includes required lease provisions and prohibited lease provisions;
 - c) information regarding lead-based paint poisoning hazards, symptoms, blood level screening, and precautions;
 - d) fair housing information and housing discrimination complaint form as required by HUD;
 - e) the PHA's Grievance Procedures, which includes procedures for conducting informal hearings and for requesting such hearings;
 - f) fraud warning letter; and,
 - g) information on Total Tenant Payment and projected assistance payments.

The tenant will be held accountable to all information and procedures presented and covered during the briefing.

4. Voucher holders will also receive information regarding the requirement for a minimum rent amounting to \$50 (unless the voucher holder meets one of the hardship exemption criteria), their right to pay more than 30%, but not more than 40%, of their income for rent at the time of initial lease-up, and the maximum amount of subsidy they will receive.
5. If a family requests a hardship exemption, the PHA will suspend the minimum rent requirement and adjust the HAP accordingly, effective on the first of the month following the family's request for the hardship exemption, continuing until the PHA determines whether there is a qualifying financial hardship and whether the hardship is temporary or long term. All hardship exemptions require the approval of the PHA Executive Director. The financial hardship exemption only applies to payment of the minimum rent to calculate the total tenant payment. The TTP is still calculated, excluding the minimum rent, and the family pays the higher of 30% of monthly adjusted income, 10% of monthly income, and the welfare rent, as applicable, during the term of the suspended minimum rent. Financial hardship includes circumstances in which families:
 - a) Have lost eligibility or are awaiting an eligibility determination for a federal, state, or local assistance program, including a family that has a noncitizen household member lawfully admitted for

permanent residence who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996, 8 U.S.C. §1601 et seq.

- b) Would be evicted as a result of imposing the minimum rent requirement
- c) Experience income decreases because of changed circumstances, including the loss of employment
- d) Have a death in the family
- e) Require a reasonable accommodation related to a family member's disability

If the PHA determines there is no qualifying hardship, the minimum rent is reinstated retroactively to the date of the suspension. The family must reimburse the PHA for the difference. A payment plan may be offered if the amount is over \$50.

If the PHA determines the qualifying hardship is temporary (circumstances causing the hardship are expected to last 90 days or less), the PHA suspends the minimum rent for a period of 90 days from the beginning of the month following the date of the family's request. At the end of the 90-day period, the PHA must reinstate the minimum rent retroactively to the date of suspension. The family will be given the option of a payment plan to cover the minimum rent charges accumulated during the suspension period.

If the PHA determines the qualifying hardship is long term (circumstances causing the hardship are expected to last more than 90 days), the PHA will exempt the family from the minimum rent requirements from the beginning of the month following the date of the family's request. The exemption continues until the hardship no longer exists. The family is not required to repay the difference between the TTP and the minimum rent to the PHA once the hardship is over. If the PHA denies a long-term hardship the family will have the option to request an informal hearing.

6. The PHA staff will provide voucher holders with a list of available units in the PHA's jurisdiction, based upon information received from interested landlords.
7. Policy on Information Provided to Owners: When the family submits a Request for Tenancy Approval, the PHA will provide the prospective Owner, upon request, with the family's current and prior address as shown in the PHA's records. If the PHA has this information, it will also provide the name and address of the landlord at the family's current and prior address.

The PHA will inform the owner that it is the landlord's responsibility to screen prospective tenants for suitability as tenants as evidenced by the

family's previous rental history. The PHA will provide the landlord with the following information upon written request:

- a) Current and prior address of the prospective tenant as recorded by the PHA
- b) Name and address if known to the PHA of the prospective tenant's current and prior landlord

All new families and all families preparing to move will be informed about this policy through information included in the information packet provided at the briefings for new and moving families.

C. Voucher Extension and Expiration

1. The voucher is initially issued for a sixty-day period, and the family must submit a Request for Tenancy Approval within that period, unless an extension is granted by the PHA.
2. The PHA will grant a suspension of the voucher term for the full period of time after the family submits the request for tenancy until the PHA approves or denies the request
3. One extensions of thirty days may be granted by the Housing Coordinator upon request of the family, after considering the following facts.
 - a) The degree to which the family has made an effort to locate a unit.
 - b) Reporting on progress in finding a unit and assistance requested from the PHA office.
 - c) Extenuating circumstances, such as death or illness, which prevented the family from locating a unit.
 - d) Whether the family size or special requirements made finding a unit more difficult.
4. Recipients of VASH vouchers may be granted up to two thirty-day extensions by the PHA.

D. Voucher Issuance Denial

1. In the event an assistance applicant misses at least two briefing appointments, a voucher will not be issued and the applicant must reapply for assistance.
2. Applicants must provide all required documentation at time of briefing, or a voucher will not be issued.

3. Any and all debts owed by the applicant to another federally-subsidized housing program must be paid in full prior to briefing. Signed original third party verification of payment must be provided to the PHA at time of briefing.

VI. Housing Voucher Program

A. Payment Standards

The PHA shall adopt and maintain a *Payment Standard Schedule*, by unit size, based on the best information available. Initially, the payment standards will be based on the published Section 8 Existing Housing Fair Market Rents. The PHA will review the payment standards annually and, at its discretion, may adopt increases of the amount.

The payment standard in place on the effective date of the HAP contract remains in place for the duration of the contract term unless the PHA increases or decreases its payment standards.

If a payment standard is increased, the higher payment standard is first used in calculating the HAP beginning at the effective date of the family's first regular (annual) reexamination on or after the effective date of the increase in the payment standard amount. Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until next annual reexamination.

If the amount on the PHA's payment standard schedule is decreased during the term of the HAP contract, the PHA will use the lower payment standard to calculate the family's HAP beginning on the effective date of the family's second regular reexamination following the effective date of the decrease in payment standard.

B. Regulatory Portability Feature

1. Definition and Eligibility. Portability is the ability for housing voucher holder to move from one jurisdiction to another with continued assistance. To be eligible for regulatory portability, a family must have documentation such as a lease or utility bills to prove they live in the "Initial PHA" jurisdiction and hold a current housing voucher or have been a current participant in the Initial PHA's housing voucher program for a minimum of one year. A participant may move to another jurisdiction and maintain assistance through another public housing agency within the first year of assistance if the move is required for reasons of employment, education, or health.
2. Policy as Initial PHA. Portable Housing vouchers will be limited to 15% of total units under lease in the PHA's Housing voucher Program. Moves will be limited to one in any 12-month period. The receiving PHA will be reimbursed when a bill has been received indicating the family is

under a housing voucher contract, as per PIH Notice 2008-43.

3. Policy as Receiving PHA. The PHA shall absorb incoming vouchers at the PHA's discretion. If the voucher is not absorbed, the PHA shall bill the initial PHA for the housing assistance payment made on behalf of the family, and for 80% of the initial PHA's ongoing administrative fee for each month the family is under lease on the first day of the month, as well as any applicable hard-to-house fee.
4. The PHA may, from time to time, limit portability moves when faced with the receipt of insufficient funding from HUD to pay its housing assistance payments obligations. This may be done to prevent the termination of assistance for participant families. When faced with such a shortage, the PHA may suspend portability moves for all families wishing to move to a higher cost unit, whether the desired unit is located within or outside of the PHA's jurisdiction. If the desired unit is located outside of the PHA's jurisdiction and the receiving PHA is willing to absorb the participant family, then the PHA must allow the family to move. The PHA must maintain a dated listing of all families who have been denied portability moves. Once sufficient funding has been restored to the PHA so as to allow portability moves, the PHA must first provide the opportunity to move to those families upon said list. Voucher holders will be notified by mail when the funding is available to allow them to port.

VII. Housing Quality Standards and Inspections

The PHA will use the Housing Quality Standards (HQS) as set forth in the HUD regulations along with the corresponding HUD inspection forms for unit inspections. For the purposes of the HQS inspections, life-threatening violations will include non-working smoke alarms, gas leaks, no heat, raw sewage, structural failures, large openings in ceiling or walls, and fire hazards.

Inspections will be conducted by the PHA's Housing Inspector or a trained member of the PHA's staff. A person eighteen years of age or older must be present during the HQS inspection to allow the inspector entry to the premises. Termination and/or non-issuance of voucher may result if the family/applicant fails to have an adult eighteen years of age or older present during the inspection or fails to reschedule an inspection no later than 9:00 a.m. the day before the scheduled inspection.

A. Initial Move-In Inspections

Following submission of a Request for Tenancy Approval (RTA), an initial inspection will be scheduled for the unit. Following receipt of a fully executed RTA, an HQS inspection of the selected unit will be scheduled. All initial HQS inspections must be conducted prior to family move-in.

If the selected unit fails to meet the HQS, the owner will be notified in writing of any deficiencies and provided a thirty-day timeframe to make repairs. Following

completion of repairs, a re-inspection will be conducted prior to execution of the contract for housing assistance payments. All units must pass all of the acceptability criteria of HQS prior to being placed on the housing voucher program. All utilities in the unit must be turned on prior to the unit being inspected.

Both the owner and prospective tenant may attend the move-in inspection so as to assist the housing inspectors in identifying existing damages within the unit.

B. Inspections

Each assisted unit must be inspected at least bi-annually prior to the annual recertification date. If the unit fails to meet HQS, the owner/tenant will be notified in writing of any deficiencies and provided a specific timeframe to make repairs. In the event of life-threatening deficiencies, repairs must be made within twenty-four hours of notification to the owner. All other repairs must be made within thirty days following notification to the owner. An extension of fifteen additional days may be provided at the discretion of the PHA if needed to properly repair a deficiency that is not life-threatening. Life threatening deficiencies include, but are not limited to the following:

- lack of heat when the outside temperature is below 40 degrees Fahrenheit;
- lack of utility service due to the owner action or inaction;
- junction/circuit breaker boxes missing cover or with open knock-outs;
- electrical outlets and light switch covers that are missing;
- sewage backup;
- GFCI outlets that do not function properly;
- flooding;
- Improper flue connection for furnace or water heater;
- missing or non-functioning smoke detectors; and,
- any other deficiencies as determined by the PHA.

Following the completion of repairs the HQS inspector will verify that the repairs were made. Failure to repair the repair a non-life-threatening HQS deficiency may result in temporary non-payment of rent to the owner by the PHA or termination of rental assistance.

Failure to repair a life-threatening HQS deficiency will result in immediate termination of the HAP Contract and non-payment of rent to the owner by the PHA beginning with the date the repair(s) was/were to be made in correcting the life-threatening deficiency.

C. Special Inspections

Special HQS inspections of assisted units may occur for the purposes of quality control or other purposes as determined by the Housing Coordinator. The owner and tenant will be provided written notice of the scheduled special inspection a minimum of twenty-four hours prior to each special inspection.

VIII. Lease Approval and Contract Execution

A. Request for Tenancy Approval

When a voucher holder finds a suitable unit, a *Request for Tenancy Approval (RTA)* shall be signed by the family and owner, and submitted to the PHA for determination of unit eligibility. A copy of the *Lease Agreement* to be executed between the owner and tenant must be attached to the *Request for Tenancy Approval*. The PHA shall not accept an incomplete or improperly completed *RTA*. All *RTA*'s submitted to the PHA will be date stamped upon receipt.

Incomplete or unacceptable *RTA*'s submitted in person, must not be accepted by the PHA and a verbal explanation pertaining to the reason for non-acceptance shall be offered by the PHA. Incomplete or unacceptable *RTA*'s submitted via regular mail shall be returned to the voucher holder along with a written explanation of what is needed to render the request acceptable. A voucher extension may be provided by the PHA when permissible. An HQS inspection will be conducted within fifteen days of acceptance of the *RTA* by the PHA.

B. Eligibility of Unit

1. Upon receipt of an executed Request for Lease Approval, a Housing Quality Standards (HQS) inspection will be scheduled and conducted. All utilities in the unit must be on and properly functioning prior to the inspection date.
2. All utilities within the subsidized unit must be provided through accounts established with the local utility provider by the landlord or a member of the household.
3. Under the voucher program, the unit must be evaluated to insure the gross rent does not exceed applicable payment standard limitations. Exceptions to the payment standard may be granted when necessary to allow Section 8 voucher holders to rent handicapped accessible units for a reasonable accommodation, Such exceptions will be at the discretion of the PHA.

Under the voucher Program, the unit must be evaluated for rent reasonableness. Current rents of comparable unassisted units, will be considered when determining the reasonableness of the contract rent being requested by the owner. Annual rent surveys will be conducted by the PHA staff to assist in rent reasonableness determinations and will ensure that the rent charged is not in excess of rents currently being charged by the owner for comparable unassisted units.

4. The PHA may provide a lease designed for the Section 8 voucher program if the owner does not provide a lease. If the owner proposes to use his/her own lease, it must be approved by the PHA in advance of execution of the HAP Contract and must not vary in content from that used by the Owner for the

rental of unassisted residential properties in the locality. A copy of the *Tenancy Addendum* (HUD Form 52641–A) must be attached to as part of each *Lease Agreement* between the Owner and Tenant prior to execution.

5. The PHA will determine owner eligibility by assuring there is no possible conflict of interest and that the owner has not breached a prior Housing Assistance Payments (HAP) Contract with the PHA. The owner shall be required to furnish satisfactory proof of ownership of the unit to the PHA upon request.
6. Upon approval of suitable unit, final calculations will be made to determine total tenant payment, tenant rent, and housing assistance payments.
7. The owner must notify the PHA if an assisted family is late in paying their tenant rent portion for any given month. The PHA will not be responsible for indirectly enforcing payment of the tenant rent portion if not notified by the owner of the late payment within thirty days of the last day of the month in which the rent payment was due.

C. Security Deposit Requirements/Unit Damages

1. The maximum security deposit the owner may collect may not exceed one month contract rent or be in excess of private market practice of owner's unassisted units.
2. For families leasing in place, owners may:
 - a. retain the original security deposit.
 - b. refund the original security deposit amount and collect a new deposit in accordance with Section 8 program requirements.
3. The PHA does not monitor damages to the assisted unit and cannot collect money owed to a landlord as a result of tenant damage to the unit. Should a tenant damage an assisted unit during the contract period and the owner obtain a legal judgment against the tenant in a court of law, the PHA can require the family pay the owner per the judgment order, or face termination of assistance.

D. Contract Execution

1. Families will be encouraged to have owners contact the PHA office if they are uninformed of or have questions about the program. All program requirements will be thoroughly reviewed with owners prior to execution of contract documents.
2. The lease agreement between the tenant and the owner shall be executed in conjunction with the Housing Assistance Payments (HAP) Contract executed by the owner and the PHA.

3. Whenever possible, all contracts for rental assistance shall be executed on the 1st day of the month.
4. In the absence of any owner to execute contracts, the PHA may conduct business with an authorized agent who has been designated in writing by the owner.
5. The head of household or spouse of the tenant family must be at least 18 years of age to sign the lease. A minor who is sixteen or seventeen years of age may contract for housing provided the conditions found at RSMO Chapter 431, Section 431.056 are met.
6. All spouses must be listed as a household member upon the lease regardless of separation status, unless the head of household can prove with third party original documentation that his/her spouse is not residing within the unit due to employment, study, medical treatment, etc., which requires the spouse to live elsewhere due to geographical distance. In such situations, the Executive Director will review the documentation provided and render a decision regarding the matter.
7. All utility accounts associated with the unit and for which the tenant is financially responsible, as specified in the lease agreement, shall be listed in a member of the household's name prior to execution of the HAP Contract.
8. Contracts will not be executed until the unit has fully passed inspection and all required paperwork has been fully executed and received by the PHA—including a completed and signed W-9 Form. No housing assistance payments will be released until the contract documents have been signed by all parties.

IX. Payment to Owners/Utility Providers

All regular Housing Assistance Payments (HAP) will be received by direct deposit on the 1st day of each calendar month (if the owner has authorized) or mailed via regular mail no later than the 10th day of each calendar month by the Executive Secretary. A HAP Payment Register will be maintained by the PHA's Fiscal Officer to insure accurate payments to owners. The PHA's fiscal officer will maintain frequent quality control monitoring of HAP payments and the individual register to cross-check accuracy. Utility checks, if any, will be mailed directly to the utility providers by the Accounts Payable Housing Coordinator. (Utility checks for participants of the Home Ownership Program will be mailed directly to the family.) Should a participant family vacate an assisted unit without proper notification, HAP payments will cease as of the date the family vacated the unit.

The initial HAP payment for a portable unit will be issued by the initial PHA within thirty calendar days of the receipt of Part II of Form HUD-52665 from the receiving PHA. Subsequent HAP payments for portable units will be issued by the initial PHA to the receiving PHA no later than the fifth working day of each month pursuant to PIH Notice 2008-43.

Prior to the issuance of any payment, the PHA must ensure they have received a fully-executed W-9 form by the owner. A copy of the owner's W-9 forms will be filed by the PHA. The names listed upon the HAP Contract and W-9 form MUST match exactly. The completed W-9 form and HAP Contract will be maintained by the PHA throughout the course of the family's participation in the assistance program. In the event both a Social Security Number (SSN) and Employer Identification Number (EIN) have been provided, the EIN shall be used for the purposes of completing Form 1099.

The PHA shall never destroy a fully completed and signed W-9 form it has received from an owner or previous owner. The PHA shall maintain HAP contracts during the term of assisted tenancy and for at least 3 years thereafter. The PHA's executive secretary shall retain all originally submitted W-9 forms within a specified location. Newly submitted W-9 forms shall be attached by the executive secretary to formerly submitted W-9 forms when the information provided upon the form has changed.

X. Information and Assistance for Participating Families

The PHA will provide as much community support services information and assistance as possible within the limits of the administrative fee. Referrals to appropriate agencies will be made whenever necessary.

XI. Review of Family Circumstances, Rents, and Housing Quality

Tenants are required to complete a re-examination annually or when a change in household composition occurs.

A. Annual Re-Examination

1. Family income and composition will be reviewed annually prior to HAP Contract expiration. The same procedures used for obtaining and verifying income and deductions information upon admission will be used during re-examinations. Inspections of dwelling units will be made bi-annually.
2. Processing will begin ninety (90) days prior to the anniversary date of the HAP/Housing voucher contract to insure sufficient completion time. All Annual Re-Examinations must be completed at least thirty days prior to the expiration of the HAP Contract or assistance will terminate on the HAP Contract expiration date.
3. A change in the family's TTP will be effective on the anniversary date, allowing for a thirty day notice to tenant of any substantial increase in their portion of payments.
4. Annual rent increases for units under the housing voucher program are not limited by the PHA, but must meet rent reasonableness criteria as determined

by the PHA. All rent increases must be made by the owner in writing to the tenant and the PHA 60 days prior to the anniversary date of the HAP/Housing voucher contract.

5. If the unit-size eligibility has increased or decreased during the HAP contract term, the PHA will issue a new voucher of appropriate size to the family at the first re-certification following the change or family relocation, whichever comes first as per 24 CFR 982.505 (4).
6. If, during the Annual Reexamination, it is determined that a participant family's calculated payment standard exceeds the calculated gross rent, then the family may move.
7. Families who fail to cooperate with the PHA during re-examination procedure, including providing necessary information, inspection process, or completion of repairs due to damages caused by the family may be terminated from the program.
8. Assistance for families who fail to report income or engage in fraudulent activity during the re-examination process, will be terminated immediately.

B. Interim Re-Examination

1. Participants are required to report any changes in family composition which occur between annual re-examinations within ten days of the family's knowledge of such event. All changes in household composition must be verified by the Owner and Tenant through the provision of a new Lease Agreement to the PHA. Post verification as provided by the U.S. Postal Service shall suffice as proof of residence when determining household occupancy within an assisted unit.

If one member of a married couple vacates the unit, the remaining spouse will be required to provide proof that his/her husband/wife has vacated the unit. Sufficient proof may consist of the following:

- a) documentation that the vacating spouse has executed a Lease Agreement elsewhere;
- b) documentation that the vacating spouse had utilities turned on at another location

If the PHA discovers an overpayment of rental assistance due to unreported changes in family composition, the PHA may, in its sole discretion, terminate the family's assistance. The family will be charged for the amount of the overpayment and the debt will be entered into the HUD Enterprise Income Verification (EIV) System.

2. Participants may request an interim re-examination for any changes in family income or deductions that may result in a change in the family's TTP.

3. Any participant family whose total household income increases or who acquires a **new** income source during the contract period is required to report the income change(s) within ten days of knowledge of the increase/change. The family will be subject to an interim re-examination, change in the housing assistance payment, and change in tenant rent portion.

If the PHA discovers an overpayment of rental assistance has occurred, the PHA, in its sole discretion, may terminate the family's assistance, and must charge the family for the amount of the overpayment. Following discovery of a second incident of non-reporting of change in income by the participant family per the above direction, the HAP Contract will be terminated and housing assistance payments will cease. All debts will be reported into the Enterprise Income Verification (EIV) system.

5. Rent adjustments from interim re-examinations will be effective as follows:
 - a. Decreases in the rental subsidy amount will be effective on the first day of the second month following the notification of change in household income.
 - b. Increases in the rental subsidy amount will be effective on the first day of the month following verification of the change in household income.

C. Utility Allowances

The PHA shall review its utility allowance schedule annually and make revisions if there has been a change of ten percent or more in the utility rate for a given category since the last rate revision. The PHA must use the utility allowance for the smaller of the voucher size as determined by the PHA or size of unit actually leased by the family. Higher utility allowances for persons with disabilities are permissible if needed as a reasonable accommodation in accordance with 24 CFR part 8.

D. Overpayments

When it has been determined that assistance payments were made pursuant to the provision of fraudulent information or when changes in household composition or income were not timely reported by the family, the PHA will require repayment of the amount overpaid. The amount of the overpayment shall be calculated based upon the most recent and accurate information available to the PHA. No variances or waivers may be granted regarding the repayment liability. To maintain assistance, all debt must be satisfied in full or a Repayment Agreement, approved by the PHA Executive Director, must be executed and signed by all adult household members.

Monthly repayment amounts plus gross rent should not exceed 40% of family income; although, a minimum monthly payment of \$50 is required unless reduced

by an approved temporary or long-term hardship. Failure to abide by the terms of the *Repayment Agreement* may result in the termination of assistance.

XII. Family Moves

A. Families Who Wish to Move/Relocate

The family is required to notify the PHA of intent to relocate through the provision of a fully executed *Intent to Move Form* or written notification to landlord. It is stressed to all families during briefing sessions of their responsibility to give proper written notice of any intent to move, whether or not they desire to continue with the program. The PHA requires written notification by the tenant of any intent to relocate prior to thirty days before the first of the month during which the tenant prefers to relocate. The PHA also encourages the tenant to give written notice to the owner within the proper time frame and in the proper method as stated within their Lease Agreement. A participant family may move either within or outside of the PHA's jurisdiction.

Voluntary family relocations are prohibited within the first year of assistance. Voluntary relocations following the first year of assistance are limited to once per twelve-month period. Any participant family may voluntarily relocate at any time with proper notification to PHA and landlord provided they have not relocated within their prior twelve months of program participation.

Voluntary moves by a participant family are prohibited if any of the following conditions apply:

- 1) the family owes money to the Ripley County PHA;
- 2) an unsatisfied debt is shown within the Enterprise Income Verification (EIV) System for any member of the household;
- 3) the family has failed to satisfy a debt resulting from its failure to make monthly rental payments to the owner pursuant to the existing PHA-approved Lease Agreement; or,
- 4) the family has failed to satisfy a debt owed to any other party as determined by a legal court-ordered Judgment and assuming the debt resulted from participation within a federally-subsidized housing program.

The PHA may only deny voluntary moves/relocations. Involuntary moves/relocations by the tenant may not be denied by the PHA regardless of the timing of such relocation. Involuntary moves consist of moves essential to protect the health and safety of a household or family member who has fallen victim to dating violence, stalking, or domestic violence.

Families desiring to move must provide to the PHA an *Intent to Move Form* completed by both the Tenant and the Owner. If the family desires to continue to receive Section 8 assistance, a new voucher will be issued to the family by the PHA with an expiration date sixty days from date of issuance. The PHA may refuse to issue a new voucher for reasons as stated in Section XIV.

Prior to voucher issuance, all required recertification paperwork must be completed by the tenant. The PHA will provide a Landlord Packet (including a *Request for Tenancy Approval*) to the tenant for delivery to the new prospective Landlord. The *Request for Tenancy Approval* must be completed and signed by both the landlord and tenant and returned to the PHA prior to voucher expiration. The participant family may withdraw from the PHA its *Intent to Move* any time prior to voucher expiration. If the voucher remains unfilled at time of expiration, the family's assistance will be terminated by the PHA.

When a tenant moves from an assisted unit with continued assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the old unit and into the new unit. Overlap of the payments issued for the two separate units does not constitute duplicative housing subsidy.

In the event caregivers separate within an assisted household where children and multiple caregivers are present, the caregiver assuming responsibility for all of the children of the household shall maintain the voucher. Should the head of household as listed on the contract for rental assistance assume responsibility for one or more of the children, the head of household shall maintain the voucher.

B. Family Moves and Retainage of Assistance

Families may be required to move if:

1. The unit is overcrowded;
2. The HAP/Housing voucher Contract is terminated because the owner failed to comply with HQS or other requirements under the contract; or
3. The owner terminates the lease and HAP/Housing voucher contract for just cause by written notice to the PHA, and the family not less than 90 days before termination of a tenant-based housing assistance payments contract.
4. The PHA will terminate the HAP Contract and rent assistance to any family that is absent from the assisted unit for more than sixty consecutive days. Exceptions will be made for medically necessary absences, up to a maximum of 180 days, with documentation from a medical professional per the PHA's *Policy and Procedure for Reasonable Accommodation*.

XIII. PHA Denial of Housing Assistance

A. Grounds for Denial of Admission

1. The PHA must prohibit program admission under the following conditions:
 - a) any household member has been convicted of drug-related criminal activity within the past three years;

- b) any household member has been convicted of violent criminal activity within the past three years;
 - c) Any applicant or any household member that was evicted from federally assisted housing in the past five years may be denied admission to the program depending on the reason for eviction. The PHA will obtain documentation concerning the termination before accepting admission to the program.
 - d) the PHA has reasonable cause to believe any household member's drug use, alcohol abuse, or criminal activity may threaten the health safety, or right to peaceful enjoyment of the premises by other residents;
 - e) if any household member has **ever** been convicted for the manufacture or production of a controlled substance on the premises of federally-assisted housing; or,
 - f) if any household member is subject to the lifetime sex offender registration requirement:
 - (1) When screening, the PHA will check within the state where the applicant's current housing is located, and within any other states where the applicant and any other household members over the age of eighteen are known to have resided.
 - (2) All household members eighteen years of age and over will be screened utilizing a background search conducted as well as an individual search of the household members' names and social security numbers at Missouri Case.net as provided by the State of Missouri Courts System and Tenant P.I. (or some other third party commercial criminal history verification source).
2. In the event of denial due to prior alcohol or drug abuse, the PHA may admit if the household member has been rehabilitated and has provided signed and dated third-party original documentation of such rehabilitation as deemed sufficient by the PHA.
 3. If the PHA previously denied admission because of criminal activity, the PHA may consider the applicant if "sufficient evidence" exists that the members of household are not currently engaging in or have not engaged in criminal activity for two years prior to admission.
 - a) Sufficient evidence means certification by the household member(s) with supporting documentation, which must be verified by PHA, from sources such as:
 - (1) probation officer

- (2) social service agency workers
 - (3) criminal records; or,
 - (4) any other document PHA deems necessary.
- 4. Assistance may be denied for any household member who is occupying another federally-assisted housing unit.
 - 5. Any debt owed to federally-assisted housing or court ordered to landlord when on a federally assisted program must be paid in full before attending a Section 8 briefing.

B. Use of Criminal Records

- 1. PHA must require every applicant family to submit a consent form signed by each adult household member who is eighteen years of age and older:
 - a) to release criminal conviction records to the PHA for tenant screening purposes; and,
 - b) to allow PHAs to obtain records and use them in accordance with regulations.
- 2. Before PHA denies admission, PHA must:
 - a) notify household of proposed action; and,
 - b) provide subject of record and applicant with copy of criminal record and opportunity to appeal.

XIV. PHA Termination of Assistance

A. Grounds for Termination of Assistance

The PHA may terminate assistance of a HAP/Housing voucher Contract in the following situations:

- 1. If the family violates any family obligations under the assistance program;
- 2. an assisted family has been legally evicted from federally assisted housing in the last five years;
- 3. any PHA has ever terminated assistance under the program for any member of the family;
- 4. any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

5. the family currently owes money to any PHA in connection with Section 8 or public housing assistance under the 1937 Act;
6. the family breaches an agreement with the PHA to pay amounts owed by the family to the PHA;
7. the family has engaged in or threatened abusive or violent behavior toward PHA personnel;
8. any member of the family has been convicted of criminal activity
9. evidence exists of a pattern of alcohol/drug use or other criminal activity by a household member that interferes with the health, safety, or right to peaceful enjoyment of premises by other residents;
10. the PHA discovers that any household member is receiving duplicate housing subsidy due to being listed within the household of another assisted unit.

The PHA will *immediately* terminate tenancy if any household member has ever been convicted for manufacture or production of a controlled substance on the premises of federally assisted housing.

B. Evidence of Criminal Activity

1. PHA may terminate assistance if PHA determines household member has been convicted of criminal activity.

C. Consideration of Circumstances – Denial or Termination

1. PHA may consider all relevant circumstances, including:
 - a) Seriousness of case
 - b) Extent of participation or culpability of individual family members
 - c) Mitigating circumstances relating to disability of a family member
 - d) Effects on other uninvolved family members
2. PHA may impose requirement that any family member who participated or was culpable not reside in unit, and it may continue to provide assistance to remaining members.
3. If the household member is no longer engaging in illegal drug use or alcohol abuse, the PHA may consider, and require a submission of evidence, whether member:

- a) Is participating in supervised drug or alcohol program
 - b) Has successfully completed a supervised drug or alcohol program
 - c) Has otherwise been successfully rehabilitated
- 4. PHA's decision is subject to consideration of reasonable accommodation if family includes a person with disabilities.
 - 5. PHA's admission actions must be consistent with fair housing and equal opportunity.

D. Eligibility for Future Assistance

- 1. An individual whose assistance has been terminated may re-apply for assistance during future application cycles; however, a waiting period will be enforced—as outlined below—prior to the receipt of future assistance. In the following circumstances the individual whose assistance has been terminated may be unable to receive or benefit from program assistance within the specified timeframe:
 - a) Termination for Cause Other Than Eviction or Criminal Activity – One Year from Date of Termination;
 - b) Termination for Drug-Related Criminal Activity – Three Years from Date of Termination
 - c) Termination for Legal Eviction by Owner – Five Years from Date of Termination
- 2. Any individual convicted of sexual assault shall never again be eligible for housing assistance as head of household or household member.

XV. Owner Termination of Tenancy

A. Evicting Drug Criminals

- 1. Lease must provide that drug-related criminal activity is grounds for terminating tenancy.
- 2. Activity must have been engaged in, on, or near premises by any of the following:
 - a) tenant;
 - b) household Member;
 - c) guest; or,

- d) other person under tenant's control.
- 3. Lease must also provide that owner may evict family when owner determines either of the following:
 - a) Household member is illegally using a drug; or,
 - b) A pattern of illegal drug use interferes with health, safety, or right to peaceful enjoyment of premises by other residents.

B. Evicting Other Criminals

- 1. Lease must provide that the following criminal activities by a "covered person" are all grounds for terminating tenancy:
 - a) any criminal activity that threatens health, safety, or right to peaceful enjoyment of premises by other residents (including property management staff residing on premises);
 - b) any criminal activity that threatens health, safety, or right to peaceful enjoyment of their residences by persons residing in immediate vicinity of premises;
 - c) any violent criminal activity on or near premises by tenant, household member, or guest; or,
 - d) any violent criminal activity on premises by any other person under tenant's control.

C. Fugitive Felon or Parole Violator

- 1. Lease must provide that owner may terminate tenancy if tenant is:
 - a) fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony (or a high misdemeanor in New Jersey) under the laws of the place from which the individual flees; or,
 - b) violating a condition of probation or parole imposed under federal or state law.

D. Evidence of Criminal Activity

- 1. Owner may terminate tenancy and evict by judicial action if owner determines a covered person has engaged in criminal activity.

- a) Neither arrest nor conviction necessary
- b) Satisfaction of standard of proof used for criminal conviction not required

E. Termination of Tenancy Decisions

1. If law and regulation permit owner to take an action but don't require action to be taken, owner can decide whether or not to take action.
2. Relevant circumstances for consideration:
 - a) seriousness of offense;
 - b) effect on community;
 - c) extent of participation
 - d) effect on uninvolved household members;
 - e) demand for assisted housing by families who will adhere to responsibilities;
 - f) extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate offending action; or,
 - g) effect on integrity of program.
3. If an owner evicts a participant family due to a serious violation of the lease, the PHA must terminate the family's assistance.

F. Exclusion of Culpable Household Member

1. Owner may require tenant to exclude culpable household member as condition of continued residence in assisted unit.

G. Consideration of Rehabilitation

1. Before termination for illegal drug use or alcohol abuse, owner may consider, and require submission of evidence, whether member:
 - a) is no longer engaging in drug use or alcohol abuse;
 - b) has successfully completed a supervised drug or alcohol rehabilitation program; or,

- c) has otherwise been successfully rehabilitated.

H. Added Participant Obligation

1. Members of household may not engage in drug-related criminal activity, violent criminal activity, or other criminal activity that threatens health, safety, or right to peaceful enjoyment of other residents or persons residing in immediate vicinity of premises.
2. Members of household must not abuse alcohol in a way that threatens health, safety, or right to peaceful enjoyment of other residents or persons residing in immediate vicinity of premises.

XVI. Termination of HAP/Housing Voucher Contract with Owner

A. Grounds for Termination of HAP/Housing Voucher Contract with Owner

1. The PHA will terminate the Housing Assistance Payments (HAP) Contract with the owner with a thirty-day notice provided in the following situations:
 - a) the PHA has received insufficient funding from HUD to meet it's housing assistance payments obligations;
 - b) the owner is not in compliance with the terms of the contract and has not corrected the situation following notification by the PHA;
 - c) the owner has committed fraud; and/or,
 - d) the PHA has terminated assistance to the family.
2. The PHA will immediately terminate the HAP/Housing voucher Contract with the owner without a thirty-day notice in the following situations:
 - a) the family moves from or vacates the unit for any reason;
 - b) a Judgment granting possession of the unit to the owner has been rendered as a result of legal proceedings; or,
 - c) immediately upon the death of a single household member.

Participants may not be absent from the unit for more than thirty consecutive days within any twelve-month period of time.

In situations where it has been determined that the owner and/or participant have provided fraudulent information pertaining to the Housing Assistance Payments

(HAP) Contract and have failed to abide by their contractual obligations, the owner and/or participant shall be held financially responsible for repayment of all housing assistance payments issued to which he or she was not entitled.

All cases involving fraudulent or suspected fraudulent activity by either the owner, the tenant, or both parties, may be automatically referred in writing by the PHA to the HUD Office of the Inspector General.

B. Notice of Termination

Except in the circumstances described within section XVI. A. 2. above, the PHA will provide both the owner and the family a minimum of thirty days written notice of contract termination which states:

1. the reasons for the termination;
2. the effective date of the termination;
3. the family's right to request a hearing, if applicable; and,
4. the family's responsibility to pay the full rent to the owner if they remain in occupancy.

The effective date of all Housing Assistance Payment (HAP) Contract terminations shall be the last day of the month following the month in which the notice of termination is provided by the PHA to the owner and tenant.

C. Terminations Due to Insufficient Funding

In the unfortunate circumstance of insufficient funding, the PHA may find it necessary to terminate, without cause, the assistance of participant families and owner contracts. Under such circumstances, the following procedures will be followed so as affect as few households as possible:

1. all unfilled vouchers will be immediately pulled and no further vouchers will be filled;
2. families receiving assistance, but living outside of the PHA's jurisdiction (beginning with those families receiving the greatest amount of assistance to those families receiving the least amount of assistance); and,
3. families receiving the greatest amounts of assistance, will be terminated first (in the event of an identical assistance amount, assistance associated with the most recently issued voucher will be terminated first.

XVII. Complaints and Grievance Procedures

A. Complaint Inspections

1. The families and owners will be encouraged to work out problems among themselves to avoid contract termination. The PHA will provide assistance whenever possible.
2. A complaint inspection may be requested by a tenant after they have made every attempt to get the owner to correct the problem and allowed the owner a reasonable amount of time to do so.
3. If actual deficiencies are found, the owner will be so notified and given a specific amount of time to make repairs—from twenty-four hours to thirty days—depending upon the seriousness of the situation, extent of the repairs required and weather conditions.
4. If repairs are not completed by the specified time, the PHA must abate HAP payments until the repairs are completed and/or terminate the HAP/Housing voucher Contract on the unit.
5. If HAP payments are abated, no retroactive HAP payments will be made after the repairs are completed.
6. If the HAP/Housing voucher Contract is terminated, the family will be issued a new voucher to move.

B. Grievance Procedures

1. Written notices to families regarding PHA decisions affecting their eligibility or assistance will include a statement regarding the family's right to an informal review or hearing, in accordance with PHA grievance procedures.
2. If timely requested, applicants shall have the right to an informal review of a PHA decision relating to:
 - a) listing on the PHA waiting list;
 - b) issuance of a voucher;
 - c) participation in the program; or,
 - d) any other action as deemed appropriate by the PHA.
3. Participants shall have the right to an informal hearing of a PHA decision relating to:

- a) calculation of TTP or Tenant Rent;
 - b) denial or termination of assistance;
 - c) bedroom size determinations; or,
 - d) any other action as deemed appropriate by the PHA.
4. All informal reviews and hearings must be requested in writing within ten business days of the date of action notification. All reviews and hearings will be conducted in accordance with the PHA's grievance procedures.
 5. All participants receive a copy of the PHA grievance procedures during their briefing.

XVIII. Permitted Use and Disclosure of Criminal Conviction Records

A. Use of Criminal Records

Criminal convictions records received by a PHA from a law enforcement agency may be used only for the following purposes:

1. Applicant screening
2. PHA determination on lease enforcement or eviction

B. PHA Disclosure of Records

Tenant records may be disclosed only to:

1. PHA officers;
2. PHA employees performing functions applicable to the family whose member is the subject of the records; or,
3. authorized PHA representatives who have a job-related need to have access to the records, such as hearing officers to the extent required for judicial eviction proceedings.

C. Conditions of Disclosure

1. The PHA determines that criminal activity may be the basis for eviction from a Section 8 unit.

D. Opportunity to Dispute Decision

1. If a PHA obtains from a state or local agency criminal record information showing a conviction relevant to screening, lease enforcement, or eviction, the PHA must:
 - a) notify the household of the proposed action to be taken on the basis of the information;
 - b) provide a copy to the family member; and,
 - c) provide an opportunity to dispute the accuracy and relevance of the information before termination.

E. Record Management

1. PHAs must establish and implement a system of records management that ensures that criminal records received are:
 - a) maintained confidentially;
 - b) not misused or improperly disseminated; and,
 - c) destroyed when the purpose for which they were requested has been accomplished, including expiration of the period for filing a challenge.

XIX. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, the PHA may admit families that are not on the waiting list, or without considering the family's position on the waiting list. The PHA must maintain records showing that such families were admitted with special program funding.

PHA Policy

Veterans Administration Supportive Housing (VASH) Special Considerations:

All Veterans participating in the VASH program must be referred to Ripley County PHA by a case manager from the John J. Pershing VA Medical Center following a pre-qualification screening. Participants in the VASH program will complete a background check; however, the only disqualifying reason for denial will be if the individual is required to register as a sex offender. During the briefing appointment, the participant will be issued a voucher expiring 120 days following voucher issuance. The Ripley County PHA will work in conjunction with the VA case managers to provide continued support to each Veteran.

The PHA is also eligible to request 25 Foster Youth to Independence (FYI) vouchers for income eligible foster youth between the ages of 18 and 24 who are homeless or are at risk of homelessness. These vouchers are filled by referral from the Department of Human Services, as required by HUD.

These special admission families are required to be referred to the PHA and therefore bypass the waiting list.

MONITORING PROGRAM PERFORMANCE

The Executive Director will closely monitor the program. Once per year, the Executive Director will conduct a quality control review of the PHA's rental assistance program utilizing the Section 8 Management Assessment Program (SEMAP) review template and procedure as outline and provided by HUD. A random sample of tenant files will be spot-checked for accuracy and compliance with HUD regulation during the annual SEMAP quality control review. The quality control review results will be submitted to HUD electronically within sixty calendar days of the end of each PHA fiscal year, with the final score reported to the RCPHA Board of Commissioners.

Operational discrepancies and deficiencies discovered by the Executive Director during the quality control review will be addressed by the Executive Director with the appropriate program personnel, and a process established to prevent future errors when appropriate. Program openings and voucher issuance will be monitored continually to maintain the desired level of occupancy.

OPERATING RESERVE EXPENDITURES

Operating Reserve funds may be expended for other Section 8 Housing Choice Voucher implementation purposes in accordance with HUD regulations. Any expenditure for this purpose above two thousand, five hundred dollars (\$2,500.00) must have prior approval of the PHA's Board of Commissioners.

FILE ARCHIVAL/DESTRUCTION POLICY

The PHA will maintain, for a minimum of three years following the termination of an assistance case, all written and electronic documents pertaining to an assistance case. During the document destruction process, all paperwork which includes sensitive information (e.g. social security numbers, dates of birth, etc.) will be shredded by PHA staff and recycled. All other file paperwork will be recycled following standard PHA procedures. Under no circumstances will an original W-9 form be destroyed. All HAP Contracts pertaining to an inactive assistance case shall be maintained by the PHA for three years.