Housing Authority of the City of Redding

SECTION 8

HOUSING CHOICE VOUCHER PROGRAM

ADMINISTRATIVE PLAN

2025

HOUSING CHOICE VOUCHER (HCV) PROGRAM
TABLE OF CONTENTS

I. HCV TENANT BASED PROGRAM

1. PROGRAM OVERVIEW 7

1.1 Background 7

1.2 Organizational Structure 7

1.3 Legal Jurisdiction 7

1.4 Fiscal Responsibilities 7

1.5 Purpose of Administrative Plan 7

1.6 Applicability of Administrative Plan 8

2. DEFINITIONS 8

3. HCV ADMISSION POLICIES 13

3.1 General Waiting List Information 13

3.2 Opening the Waiting List 13

3.3 Closing of the Waiting List 14

3.4 Application Process 14

3.5 Maintaining the Waiting List.....15

3.6 Local Preferences.....15

3.7 Suspension of Applicant Process.....17

3.8 Updating the Waiting List.....17

3.9 Completion of Full Application.....18

3.10 Final Determination and Notification of Eligibility.....18

3.12 Changes Between Eligibility Determination and Contract Date.....19

4. VOUCHER ISSUANCE.....19

4.1 Selection from Waiting List.....19

4.2 Grounds for Denial of Voucher.....20

5. RULES FOR SPECIAL PURPOSE FUNDING PROVIDED BY HUD.....21

6. OCCUPANCY POLICIES.....21

6.1 Continuously Assisted Household.....21

6.2 Temporary Absence.....22

6.3 Foster Children/Live-In Aide.....22

6.4 Joint Custody of Children.....22

7. OWNER OUTREACH.....23

7.1 Activities to Encourage Participation by Owners and Others.....23

7.2 Release of Family Information to Owners.....24

8. DISAPPROVAL OF OWNERS.....24

8.1 When Owners Are Disapproved.....24

8.2 PHA Rights and Remedies.....25

8.3 Information to Owners and Request for Lease Approval.....25

9. FAIR HOUSING AND REASONABLE ACCOMMODATION POLICY.....26

9.1 Information on Fair Housing Laws.....26

9.2 Reasonable Accommodation Policy.....26

10. SUBSIDY STANDARDS.....28

11. FAMILY ABSENCE FROM SUBSIDIZED UNIT.....29

11.1 Temporary Absence.....29

11.2 Extended Absence.....29

11.3 Continued Payment of RHA Portion of Rent.....30

11.4 Change in Circumstances.....30

11.5 Reapplication.....31

12. SEPARATION OF PARTICIPANT HOUSEHOLD.....31

13. INFORMAL REVIEWS, INFORMAL HEARINGS AND MEETINGS.....32

13.1 Informal Reviews.....32

13.2 Informal Hearings.....32

13.3 Meetings.....35

14. PAYMENT STANDARDS.....35

15. RENT REASONABLENESS DETERMINATION.....36

16. SPECIAL HOUSING TYPES AND HOMEOWNERSHIP PROGRAM.....36

16.1 Special Housing Types.....36

16.2 HCV Homeownership Program.....36

17. OVERPAYMENTS AND REPAYMENT POLICIES.....41

17.1 Overpayment Determination 42

17.2 Repayment Policies 42

17.3 Refusal to Pay 44

18. REXAMINATIONS AND TERMINATIONS 44

18.1 Annual Reexaminations 44

18.2 Interim Reexaminations 45

18.3 Terminations 47

19. CHANGE OF UNIT 48

20. HOUSING QUALITY STANDARDS/INSPECTIONS 49

20.1 General 48

20.2 HQS Inspections 49

20.3 Failed HQS Inspections 49

20.4 Tenant Damage 50

20.5 Local Rules 50

21. ADMINISTRATIVE FEE RESERVE 51

22. INSUFFICIENT HAP FUNDING 51

23. FAMILY SELF-SUFFICIENCY 52

23.1 FSS Overview 52

23.2 Equal Employment Opportunity 52

23.3 FSS Marketing 52

23.4 Program Accessibility 52

23.5 Homeownership/Mobility 53

24. FRAUD POLICY 54

24.1 Referrals, Complaints, or Tips 54

24.2 Internal File Review.....53

24.3 Verification Documents.....54

24.4 Personal Observation.....54

24.5 Other Related Media 54

25. CRIMINAL ACTIVITY POLICY.....54

25.1 Applicant Household 54

25.2 Participant Household 55

25.3 Criminal Activity Procedure.....56

25.4 Access to Criminal Records and Information.....59

26. Miscellaneous Policies.....59

26.1 Asset Self-Certification.....59

26.2 Medical Expenses.....59

26.4 Miscellaneous Housing Related Fees……60

27. Amendments….....62

II. HCV PROJECT-BASED VOUCHERS PROGRAM OVERVIEW

1. GENERAL INFORMATION.....62

2. SOLICITATION OF PROJECT APPLICATIONS 62

3. RANKING OF PROJECT APPLICATIONS.....62

4. PROJECT APPLICATION DETAILS 63

5. FINAL NOTIFICATION.....66

6. SUPPORTIVE SERVICES.....66

7. ACESSIBILITY STANDARDS.....66

8. ADDITIONAL LOCAL REQUIREMENTS 66

I. HCV TENANT BASED PROGRAM OVERVIEW

1.1 BACKGROUND

The City of Redding (City) has recognized the need to provide housing opportunities for extremely low-, very low- and moderate-income residents of the community. To meet these needs, the Housing Authority of the City of Redding (RHA) was established by the City Council in 1975. The RHA receives grant funding from the Department of Housing and Urban Development (HUD) to administer the Section 8 Housing Choice Voucher (HCV) Program. The HCV Program grant is used to assist very-low income (no more than 50 percent of the area median income) families, the elderly and disabled, to afford decent, safe and affordable housing units in the private market. Since 1975, the RHA has grown from a small housing authority, providing 38 subsidies, to a large size agency with the potential to provide rental assistance for more than 1,500 families through the Program.

1.2 ORGANIZATIONAL STRUCTURE

City Council members and an HCV Program participant serve as commissioners of the RHA Board of Commissioners (Board). The RHA contracts with the City for all administrative services and personnel which encourages the development of comprehensive and complementary program activities.

1.3 LEGAL JURISDICTION

The legal jurisdiction of the RHA is the city limits of Redding.

All persons receiving rental assistance from the RHA will be residents of the City of Redding, unless otherwise allowed or required under U. S. Department of Housing and Urban Development (HUD) portability requirements other federal directives or within this Administrative Plan.

1.4 FISCAL RESPONSIBILITIES

The Board of Commissioners will review and adopt the RHA budget on a biennial cycle. Funds will be budgeted and approved by the Board of Commissioners before any expenditures are made.

1.5 PURPOSE OF ADMINISTRATIVE PLAN

Under HCV Program regulations, HUD requires local housing authorities to develop an Administrative Plan that establishes local policies for HCV Program administration. This Administrative Plan conforms to HUD regulations and states the PHA's policies in areas where the PHA has discretion to establish local policy. This Administrative Plan is a formal document that communicates to all interested parties the policy choices the local agency has made where federal regulations or law does not direct the PHA's actions or decisions. In the event a conflict exists with this Plan and federal regulations, federal regulations prevail.

1.6 APPLICABILITY OF ADMINISTRATIVE PLAN

Unless otherwise specified, the policies outlined in the Administrative Plan are applicable to the tenant-based HCV Program.

2. DEFINITIONS The following definitions shall apply for the purposes of this Administrative Plan:

2.1 Abusive Behavior*:* In addition to the criminal definition of abusive, this behavior also includes the following while engaging with the RHA: harsh, insulting, profane, threatening and derogatory language, harassing phone calls, emails and voice mails (in number of contacts or content), aggressive, overly confrontational and veiled threats of violence or retribution, and damage of RHA property.

2.2 Adjusted Income: Annual income less allowable HUD deductions.

2.3 Adult: A person who is 18 years of age or older, anyone has been convicted of a crime as an adult under any Federal, State, or tribal law or has been emancipated as provided by law.

2.4 Annual Contributions Contract (ACC): A written agreement between HUD and the RHA to provide annual contributions to cover Housing Assistance Payments and other expenses pursuant to the ACT.

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

2.6 Assisted Living: A public facility, propriety facility or facility of a non-profit corporation that is licensed or regulated by the State of California that makes available supportive services to its residents and provides separate dwelling units for residents.

2.7 Congregate Housing: Intended for use by elderly persons or persons with disabilities, the housing contains a shared central kitchen and dining area as well as private living area for the individual household. The private living area contains at least a living room, bedroom and bathroom.

2.8 Contract Rent: In the HCV Program, contract rent is the total rent paid to the owner, including the tenant payment and the HAP subsidy from the RHA.

2.9 Cooperative Housing: Special housing type owned by a nonprofit corporation or association, where a member of the corporation or association has a right to reside in a particular unit.

2.10 Covered Housing Programs: Public housing, project-based assistance under Section 8 (including new construction and substantial rehabilitation projects), and tenant-based assistance under Section 8.

2.11 **Covered Person**: A tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

2.12 **Currently Engaged**: Participation in prohibited criminal activity during the previous year or on probation or parole for such activity.

2.13 **Current**: Within one year of receiving a voucher.

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

2.15 **Disabled Family:** a family whose head (including co-head), spouse or sole member is a person with a disability.

2.16 **Drug**: A controlled substance as defined in section 802 of the Controlled Substances Act (21 U.S.C. 802).

2.17 **Drug-related Criminal Activity**: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sells, distribute, or use the drug.

2.18 **Elderly Family:** a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

2.19 **Fair Market Rent (FMR):** The rent limit published in the Federal Register. The FMR represents a standard to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Separate FMRs are established for dwelling units of varying sizes (number of bedrooms) and types (apartments, houses).

2.20 **Family:** As defined under HUD's equal access rule, family is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or

(2) A group of persons residing together and such group include but are not limited to:

i. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

ii. An elderly family;

iii. A near-elderly family;

iv. A disabled family;

v. A displaced family; and

vi. The remaining member of a tenant family.

2.21 **Family Obligations** – Obligations of a participant family under the program. The RHA may deny or terminate assistance for violation of these obligations.

2.22 **Federally-assisted Housing**—Housing assisted under any of the following programs:

a. Public housing;
b. Housing receiving project-based or tenant-based assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f); or
c. Section 202 of the Housing Act of 1959; Section 811 of the National Affordable Housing Act; financed by a loan or mortgage insured under Section 221(d) (3) of the National Housing Act; housing insured, assisted, or held by HUD or by a State or local agency under Section 236; or housing assisted by the Rural Development Administration under Section 514 or Section 515 of the Housing Act of 1949.

2.23 **Foster Child Care Payment:** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children. This payment is not included in the annual income calculation.

2.24 **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.

2.25 **Group Home:** A state licensed facility intended for occupancy by elderly persons and/or persons with disabilities. The group home contains the following: residents' bedrooms (shared by no more than two people), living room, kitchen, dining area, bathroom and other community space shared with the other residents.

2.26 **Guest:** Hud defines guest as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The RHA further stipulates that a guest is someone that stays in the assisted unit under fourteen (14) non-consecutive days (or as indicated in the lease with the landlord, which ever is more restrictive) during any 12-month period. Someone that stays in the assisted unit for any length of time that does not have a legitimate residence elsewhere is not a guest or visitor, but an unapproved household member.

2.27 **HCDA:** The Housing and Community Development Act of 1974, in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was re-codified, and which added the Section 8 Programs.

2.28 **Head of Household:** The adult person designated by the family and listed on the application as head of household. All correspondence for the family will be addressed to the head of household.

2.29 **Household**: The family and Public Housing Agency (PHA)-approved live-in aide.

2.30 **Housing Assistance Payment (HAP):** The payment made by the RHA to the owner on behalf of an assisted family, as provided in the HAP Contract. The payment is the difference between the Contract Rent and the tenant portion of rent.

2.31 **Housing Assistance Payments (HAP) Contract:** For HCV Program assistance, the Housing Assistance Payment Contract which is executed by the RHA and Owner pursuant to which RHA makes HAP Payments to an owner on behalf of the eligible family.

2.32 **Housing Choice Voucher (HCV):** A Voucher issued by the RHA under the HCV Program, declaring a family to be eligible for participation in this program and stating the terms and conditions of such participation.

2.33 **HUD:** The Department of Housing and Urban Development or its designee.

2.34 **Imputed Asset Income:** An assigned income amount solely used for the sake of an annual income calculation. This differs from real asset income in that it is hypothetical. This is the amount of income that an asset would produce if the total cash value of the asset was deposited in a savings account.

2.35 **Imputed Income:** The RHA's passbook rate times the total cash value of assets. Calculation applies only when assets exceed $5,000.

2.36 **Law Enforcement Agency**: The National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records.

2.37 **Lease:** A written agreement between an owner and an eligible family for the leasing of a housing unit. The RHA's model lease is required to be signed by the owner and tenant. The HCV Program Tenancy Addendum (HUD-52641-A) is incorporated as part of the lease. The owner and tenant may have an additional agreement; however, the provisions of the RHA provided lease will prevail.

2.38 **Low-Income Family:** A family whose income does not exceed 80% of the median income for the area as determined by HUD.

2.39 **Market Security Deposit:** The security deposit paid by the family can not exceed deposits amounts being paid in the private market nor can it exceed amounts paid to the owner by other tenants who do not receive rental assistance benefits.

2.40 **Minor:** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

2.41 **Near Elderly**: means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

2.42 **Other Person Under the Tenant's Control**: A person not staying as a guest in the unit, or was at the time of the activity in question, on the premises because of an invitation

from the tenant or other member of the household, that has express or implied authority to so consent on behalf of the tenant.

2.43 Owner: Any person or entity having the legal right to lease or sublease housing.

2.44 Qualified Referral Agency (QRA): A local non-profit agency approved by the RHA's Executive Director or designee to refer families that meet the RHA's preference for displaced, or housing deficient families. These referred families or individuals will receive a preference on the HCV waiting list. A household member may be referred to the RHA no more than one time per six-month period. The referring agency agrees to offer supportive services during and after the lease-up process for the referred families or individuals. The number of referred families may be capped for each QRA, depending on funding availability.

2.45 Passbook Rate: The rate the RHA establishes within .75 of the national average passbook rate. The RHA reviews its passbook rate annually. The rate is effective July of every year.

2.46 Premises: The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

2.47 Preliminary Application: The pre-application or waiting list application supplied by an applicant to the HCV waiting list.

2.48 Preponderance of Evidence: A standard of evidence wherein the evidence of greater weight or is more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole show that the fact sought to be proved is more probable than not.

2.49 Public Housing Agency (PHA): Any state, county municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of housing for low-income families.

2.50 Reasonable time: Participation in prohibited criminal activity within a period of three years prior to admission.

2.51 Reexamination: The process of securing documentation of total family income used to determine the rent the tenant will pay.

2.52 Responsible Entity: The PHA administering the program under an Annual Contributions Contract with HUD.

2.53 Shared Housing: A single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by all occupants of the unit and separate private space for each assisted family.

2.54 Single Room Occupancy: A unit that provides living and sleeping space to be used exclusively by the individual occupant: thus, such a unit may not be occupied by more than one person. The occupant shares sanitary and/or food preparation facilities with individuals.

2.55 **Tenant Rent Portion:** The part of the Contract Rent that the tenant is responsible for paying.

2.56 **Unapproved Household Member**: Someone who is not a guest or visitor that stays in the assisted unit with the consent of the tenant or other adult member of the household.

2.57 **Unit:** Residential space for the private use of the family. The size of a unit is based on the number of bedrooms contained within the unit.

2.58 **Utility Allowance:** The RHA annually updates a utility allowance chart. The chart amounts are reflective of reasonable consumption and utility rate changes.

2.59 **Very Low-Income Family:** A family whose annual income does not exceed 50% of the median income for the area, as determined by HUD.

2.60 **Veteran Priority:** A family qualifies for veteran priority when the veteran is either the head of household or spouse or is a deceased spouse. The veteran must be currently residing with the applying household or lived with head of household at the time of death.

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

2.62 **Visitor:** A person that temporarily stays in the assisted unit with the consent of a tenant or other adult member of the household. Someone that stays in the assisted unit beyond fourteen (14) non-consecutive days during any 12-month period is not a guest or visitor. Someone that stays in the assisted unit less than 14 non-consecutive days and does not have a bona fide residence elsewhere is not a guest or visitor.

2.63 **Voucher:** See Housing Choice Voucher

2.64 **Voucher Payment Standard or Payment Standard:** The amount used to calculate the housing assistance a family will receive in the RHA's Housing Voucher Program.

3. HCV ADMISSION POLICIES

3.1 WAITING LIST GENERAL INFORMATION

The demand for HCV Program assistance typically exceeds the number of vouchers available. For this reason, the RHA maintains a waiting list of households that have applied for admission to the HCV Program. To find out whether or not the waiting list is open or closed, please contact the RHA at the sources noted below:

City of Redding Website:	www.cityofredding.org
Phone Information Line:	530.225.4048
Office Location:	City Hall – First Floor 777 Cypress Avenue Redding, CA 96001

3.2 OPENING THE WAITING LIST

Factors utilized by staff to determine the need to open the waiting list depend upon local needs and circumstances, such as the increase or decrease of HCV Program funding, availability of a large number of previously issued vouchers, existence of an outdated or diminishing waiting list, or the need to serve special populations, such as persons with disabilities.

The RHA will take pre-applications pursuant to a public advertisement. Pre-application intake will be announced to the public at least 15 days prior to the start of the pre-application process. Advertisements will be placed in the local newspaper of general circulation and also through minority media and other suitable means that include, but are not limited to, posting in the lobby of the RHA office at 777 Cypress Avenue, radio and television stations in order to inform the visually impaired and posting at social service agencies and community centers.

The advertisement will inform interested parties of the pre-application system to be used by the RHA; the dates, times and locations pre-applications can be obtained; the deadline date, method and location of submitting the pre-applications and basic eligibility requirements. In addition, the advertisement will indicate that only applications received by the deadline shall be considered for the waiting list.

The RHA may also take applications at designated outreach sites as it determines necessary to comply with special outreach efforts or to serve those individuals who have a physical impairment that would prevent them from calling or applying in person.

3.3 CLOSING THE WAITING LIST

Applications will be accepted from all individuals who are apparently eligible unless applications are suspended. In such a case, the RHA will close the waiting list to new applicants. Before reopening the waiting list, notice will be made in a newspaper of general circulation, minority media or other suitable means. However, in the event the RHA closes the waiting list, applications from a QRA will continue to be received.

3.4 APPLICATION PROCESS

New applications for the HCV Program are only accepted by the RHA when the waiting list is open. Applications are only accepted during the advertised periods of enrollment. These enrollment periods are determined based upon the need for the RHA to augment its waiting list so that the RHA will have a sufficient number of applicants.

The application process is undertaken in three phases:

a. Phase one is the pre-application stage where the applicant self-declares their initial eligibility and applies to the waiting list.

   Applications will be processed and will be ranked according to date and time of application, family type, and local preference.

   A single electronic application will be maintained for each applicant household.

b. Phase two is the eligibility review that is conducted when the applicant reaches the top of the waiting list. At that time, the applicant must complete a full HCV application and supply all verification documents requested.

c. Phase three of the process is the attendance, by all household members 18 years and older, at a Program Briefing. Applicants must attend an HCV Program Briefing prior to receipt of a voucher.

3.5 MAINTAINING THE WAITING LIST

After the preliminary eligibility determination has been made, applicants are placed on the waiting list in order of ranking according to self-declared information provided by the applicant. The ranking claimed will not be verified at the time of preliminary application. The RHA will maintain an accurate waiting list that conforms to HUD requirements.

The applicant's circumstances may change while working through the HCV Program process. These changes may affect eligibility to a local preference. Applicants are required to notify the RHA, when their circumstances change. Whenever applicants claim a different ranking, their application and ranking will be revised to reflect the change.

The waiting list maintains the following information on self-declaring eligible households who have an active application:

a. Name, birth date, and sex of head of household.
b. Birth date, sex, and relationship to head of household of other household members.
c. Date and time the application was processed.
d. Unit size.
e. Race and ethnic designation of head of household.
f. Disability status of head of household or spouse.
g. Gross monthly income received by all household members.
h. Veteran status of head of household, spouse or widow/widower of veteran.

i. Physical address and mailing address of the applicant household.

3.6 LOCAL PREFERENCES

Local preferences separate the waiting list applicants. Applicants with the same preference status will be selected based on date and time of application.

The following preferences are based on local housing needs and priorities. More than one preference may apply to an applicant household. The more preferences that apply to an applicant family, the higher their ranking.

3.6.1 RESIDENCY PREFERENCE

a. Residents – City of Redding. Applicants that are living within the city limits of Redding or an applicant that works no less than 17 hours per week at a place of employment that is located within the City of Redding limits will have a residency preference.

b. Non-residents. Applicants that are non-residents (living outside the city limits of Redding and/or not working within the City of Redding as indicated above), will be ranked as follows:

(1) Applicants living or working no less than 17 hours per week in Shasta, Tehama, Siskiyou, Trinity, Plumas and Lassen Counties will have a preference over all other non-residents; then,

(2) All other non-residents.

3.6.2 TYPE OF FAMILY

Applicants that are elderly, disabled or a family (two or more persons in household) will have a preference over all other single persons.

3.6.3 OTHER PREFERENCES

The following types of applicants will be referred by a QRA*:*

a. Applicants displaced by property acquisition *(*including the foreclosure process*)*, acquisition with rehabilitation, or condemnation (with the exception of condemnation as a result of unpaid utility bills by the resident) initiated by the City of Redding and/or affiliated agencies (i.e., Redding Housing Authority, Redding Area Bus Authority or the City of Redding's Code Enforcement Division);

b. Applicants whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized within the City of Redding pursuant to federal disaster relief laws;

c. Applicants that are housing deficient families. These preferences are for the following types of applicants referred only by a QRA:

    i. Current victims of domestic violence, dating violence, or stalking.

    ii. Current participants in a rapid re-housing program or a transitional housing facility and are at risk of homelessness.

    iii. Chronically homeless individuals (as defined by HUD).

    iv. Aged-out foster youth.

d. Applicants that are veterans as verified by submission of a DD214 form reflecting an honorable discharge. This preference is for the day of application.

3.7 SUSPENSION OF APPLICATION PROCESS

When an applicant's name has reached the top of the waiting list, a program opening letter initiating the final eligibility process is mailed to the designated head of household at the address on record. It is the intent of the RHA to move forward with the application and grant or deny benefits as appropriate. However, under limited, extenuating circumstances, the application process can be suspended for up to 6 months. The circumstances which will be considered for this suspension are:

a. A medical problem which temporarily prevents the applicant from living independently.
b. An applicant is currently a care giver for a seriously ill individual.

Under these documented circumstances, the applicant may request that their name be returned to the waiting list. The RHA will be under no obligation to provide assistance to this applicant at the time their application is returned to the waiting list. The applicant is responsible to notify the RHA when their circumstances have changed and wish to have their application placed back on the waiting list. If no communication has been received from the applicant household within 6 months of suspension, the application will be withdrawn from the waiting list.

3.8 UPDATING THE WAITING LIST

The RHA will periodically update and/or purge the waiting list to ensure that it is current and accurate.

The RHA will mail a purge notice to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list.

If the applicant did not notify the RHA of an address change as required, the RHA will not accept responsibility for the applicant's failure to receive the purge notice update request.

The purge notice will specify a deadline date by which applicants must return the completed notice signifying to the RHA, their continued interest in the program. If the RHA fails to receive the applicant's completed notice of continued interest by the deadline date, the applicant's waiting list application will be withdrawn from the waiting list. Once the application has been withdrawn from the waiting list, it cannot be reinstated. The applicant will need to reapply to the waiting list at the next wait list opening.

If other mail or notices sent to the applicant are returned beyond the deadline date, the applicant's name will be withdrawn from the waiting list. The RHA will reinstate the application if the applicant contacts this office within one year of the withdrawal date.

3.9 COMPLETION OF A FULL APPLICATION

Applicants on the waiting list will be required to complete a full application and provide eligibility documents once their name has reached the top of the waiting list.

3.10 FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

Because HUD can make changes in rules and regulations during the review process that may affect an applicant's eligibility, processing a final eligibility determination is necessary. Also, family circumstances may have changed between the initial application and final eligibility determination.

The applicant family will choose a designated head of household. The designated head of household will be the applicant family’s representative for all the RHA correspondence and communication. The RHA will issue only one Voucher per application. When a family reaches the top of the waiting list, an application packet will be mailed to the address on file. Related correspondence will be directed to the designated head of household in accordance with the RHA eligibility process.

Once the eligibility interview has been conducted and after the verification process is completed, the RHA will make an eligibility determination. The household is not eligible for issuance of a Voucher until the RHA has made this final determination. The determination is based upon the information provided by the family to the RHA during the application and eligibility verification

process. Changes that occur after the denial date will not be taken into consideration. If the applicant household is deemed eligible to receive a voucher, the household will be scheduled for a mandatory program briefing. If the family is determined to be ineligible, the applicant will be mailed a denial letter and advised of their right to request an Informal Review. If the applicant requests Informal Review, only changes that occurred prior to the date of the denial letter may be taken into consideration by the RHA or the Informal Hearing Officer.

3.11 CHANGES BETWEEN ELIGIBILITY DETERMINATION AND CONTRACT DATE

Changes that occur during this period can affect eligibility to participate in the HCV Program. If the voucher holder will not be eligible for the program, the RHA will notify him or her in writing of their ineligible status. An informal review will be held consistent with procedures outlined in this Plan.

The date and signature of the Executive Director or their designee on the Housing Assistance Payments (HAP) Contracts signify the HAP Contract execution date.

4. VOUCHER ISSUANCE

4.1 SELECTION FROM WAITING LIST

4.1.1 When the RHA decides adequate funding is available to assist new families, letters will be mailed to the families according to their position on the waiting list.

4.1.2 Selection from the waiting list will be made without regard to race, color, creed, religion, sex, perceived sexual orientation, gender identity, disability, national origin, familial status, marital status, or source of income.

4.1.3 The RHA will maintain a system to assure that it can honor all outstanding Vouchers within its Annual Contributions Contract authorization.

4.1.4 For the HCV Program, the subsidy standard applied will provide for the minimum commitment of HAP while avoiding overcrowding and will be consistent with applicable Housing Quality Standards (HQS).

4.1.5 For the HCV Program, the RHA may grant an exception from the subsidy standards if the RHA determines the exception is justified by the relationship, age, sex, health, or disability of a family member, or other individual documented circumstance.

4.1.6 An applicant may choose to delay the application process when extenuating circumstances apply (Reference Section 4.3.5, Suspension of Application Process).

4.1.7 The RHA will brief each family as to their program obligations and responsibilities as stated on the Voucher.

4.1.8 The RHA staff will brief each family as to the gross and adjusted income calculations; determination of subsidy standards and use of utility allowance; determination of the HAP and minimum rent the family must pay.

4.1.9 The initial term of an issued voucher is for the minimum sixty-day term. The RHA may, at its' discretion, provide two 30-day extensions. The RHA may approve an extension beyond the expiration date as a reasonable accommodation in an effort to make the program accessible to a family with a member who is a person with disabilities. The RHA will extend the term of the voucher to a term reasonably required by the household to locate a suitable unit. Any request for an extension must be received before the expiration date listed on the voucher.

4.1.10 The family is further advised that a Request for Tenancy Approval must be submitted by the final date on the Voucher or any agreed upon extension of the Voucher otherwise their Voucher expires. The family will be advised of their option to reapply to the waiting list if the waiting list is currently open.

4.1.11 Once a Request of Tenancy Approval (RFTA) has been submitted for a unit, an inspection of that unit will be scheduled. The unit must meet Housing Quality Standards within 30 days of the initial inspection.

4.1.12 If approved by the RHA, the family may submit multiple requests for unit inspections. The RHA will not suspend the Voucher while processing the Request for Tenancy Approval(s).

4.2 GROUNDS FOR DENIAL OF VOUCHER

4.2.1 The RHA may deny an applicant admission to participation in the program, deny issuance of another Voucher to a participant who wants to move to another dwelling unit, and may decline to enter into a Contract or approve a Lease in the following circumstances:

4.2.2 If the applicant or participant currently owes rent or other amounts to the RHA, or to another Public Housing Authority (PHA) related to Section 8 or Public Housing Assistance under the United States Housing Act of 1937.

4.2.3 If the applicant or participant has committed any fraud in connection with any federal housing assistance program.

4.2.4 If the applicant or participant has violated any Family Obligation as defined within the HCV Program or the Voucher.

4.2.5 If the applicant or participant has breached a repayment agreement with the RHA or another Housing Authority.

4.2.6 If the applicant's income is within the applicable income limit but their Total Tenant Payment equals or exceeds the voucher Payment Standard.

4.2.7 If the applicant household fails to attend the Program Briefing, the RHA must provide the household with an oral Program Briefing prior to the issuance of a Voucher. The applicant household will be contacted by letter that provides the date and time of the Program Briefing. The applicant will not be admitted to the Program Briefing if they arrive after the briefing has

started. The applicant household will be provided two opportunities to attend the Program Briefing.

4.2.8 If the applicant or participant, or any member of the household, is shown by a Preponderance of Evidence to have engaged in any drug-related criminal activity or violent criminal activity that is in conflict with the RHA's Criminal Activity Policy.

5. RULES FOR SPECIAL PURPOSE FUNDING PROVIDED BY HUD

HUD allows for special admission (non-waiting list status) to certain families. These families have been residing in units whose owner had a direct funding agreement with HUD. In these cases, the owner chooses to terminate their Payment Assistance Contract with HUD or prepay their mortgage. When this activity occurs, HUD's goal is to convert these households to the tenant-based HCV Program. In order to accomplish the transition, several steps must take place. These steps are listed below:

5.1.1 The owner notifies HUD of their intent to either opt out of their Contract or prepay a mortgage.

The regional HUD office will contact the RHA to request that they apply for the additional vouchers to assist the households in their transition. HUD will specify the number and type of vouchers available.

5.1.2 The RHA will seek Board approval to apply for the additional vouchers.

5.1.3 When the vouchers are allocated by HUD, the RHA will contact the families. Whenever possible, this contact will be made at least 60 days before the termination date, thus providing adequate time to determine the household's eligibility for the HCV Program.

5.1.4 The RHA will admit an otherwise eligible family without considering the family's waiting list position, if any.

5.1.5 The RHA will maintain records reflecting the special admission of the family.

5.1.6 The RHA will initially assist the targeted family. If the family is determined to be ineligible or drops from the program later, the subsidy then becomes available to be used by a family from the waiting list.

5.1.7 In the event that a project is awarded Project-based Vouchers (PBV), special waiting list rules apply as per HCV directives.

6. OCCUPANCY POLICIES

6.1 CONTINUOUSLY ASSISTED HOUSEHOLD

A household or an individual in a household will be considered continuously assisted when the participant household continues to be eligible for the HCV Program except for short periods of time. Short periods of time are considered as follows:

If the household owes the RHA or any other PHA monies, the household may have to pay the full amount due within thirty (30) days from the date a contract is terminated, unless the RHA authorizes an alternative payment agreement. If the family moves out of an assisted unit and has been issued a Voucher, the family is considered a continuously eligible household while seeking their new unit. This period would be a maximum of 120 days (or period that Voucher is valid).

6.2 TEMPORARY ABSENCE

At the time of initial eligibility determination, in order to be included as part of the household for eligibility purposes, a household member who is not currently residing in the home, must be expected to return on a full-time basis within six months. The RHA will need appropriate documentation regarding the expected return of the temporarily absent child or adult. If the household member will not be returning to the home within six months that person will not be included as part of the applying household.

6.3 FOSTER CHILDREN AND LIVE-IN AIDE

With appropriate documentation, in order to be included as part of the household for eligibility purposes, the RHA will allow a household to request additional bedrooms for the presence of foster children. Initially, the RHA will accept the number of eligible foster children to be placed as listed on the applicant's license. At the yearly review, the actual number of children placed will be reviewed to determine if the allocation of bedroom size should be adjusted.

6.4 An elderly or disabled eligible household may request an additional bedroom for the presence of a live-in aide.

6.5 At any time, the RHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:

6.5.1 The person commits fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

6.5.2 The person commits drug-related criminal activity or violent criminal activity; or

6.5.3 The person currently owes rent or other amounts to the RHA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

6.5.4 The owner of the unit fails to approve the individual named as the live-in aide.

6.5.5 If the live-in aide is a registered sex offender.

6.5.6 If the live-in aide is married to the household member or is financially responsible in any manner for the household member.

6.4 JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live with one parent at least, 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

If custody is equal or there is no court decree then:

6.4.1 Whoever receives Temporary Assistance for Needy Families (TANF), Medi-Cal and/or Food Stamps for the child is entitled to consider the child as a household member and receive the dependent allowance deduction.

6.4.2 If TANF is not received by the household, the person who claims the child as dependent for IRS purposes is entitled to consider the child as a household member and receive the dependent allowance.

6.4.3 If under the circumstances listed in number 2, there are no federal taxes, the state tax return will be considered.

6.4.4 If two families share custody of a child and neither household receive TANF nor have filed federal or state income taxes, the responsible adult whose address is listed in the school records will be allowed to consider the child as a household member and receive the dependent allowance deduction.

6.4.5 If the child is not of school age, the applying head of household will provide a statement to the RHA where the child resides a majority of the time.

7. OWNER OUTREACH

7.1. ACTIVITIES TO ENCOURAGE PARTICIPATION BY OWNERS AND OTHERS

7.1.1 The RHA will invite owners through publication in a newspaper of general circulation, as well as, through minority media and other suitable means, to make dwelling units available for leasing by eligible families. In doing so, the RHA will encourage the participation of owners of units in areas other than low-income or minority concentrated areas.

7.1.2 The RHA will also:

a. Develop working relationships with local owner and real estate broker associations.

b. Establish contact with civic, charitable, or neighborhood organizations that have an interest in housing for low-income families, and public agencies concerned with obtaining housing for displaced persons.

c. Explain the provisions of the program, including equal opportunity requirements to real estate, landlord, and other groups that have dealings with low-income families or are interested in housing such families.

d. Maintain, as a courtesy, a list of units and their amenities as reported to the RHA by owners marketing available units to families who have been issued a Voucher.

e. Answer questions posed by prospective owners or agents.

f. Provide interested owners with a packet containing general housing program information.

g. Voucher holders can provide to an interested owner a completed Rental Information Sheet. This sheet covers basic program information including: tenant selection, security deposit, inspection before lease-up, and tenant information available upon their request.

7.2 RELEASE OF FAMILY INFORMATION TO OWNERS

The RHA must obtain from applicants and participants certain information that will become available to an inquiring owner. The information to be obtained and available will be limited to the following:

7.2.1 Current landlords' name, address, and telephone number;

7.2.2 Prior landlords' name, address, and telephone number;

7.2.3 Household members to be assisted and named on the Lease; and

7.2.4 Approximate amount of rental assistance that the RHA will pay to the owner on behalf of the assisted household.

The RHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. The RHA does inform the owner that it does not review a household for suitability as tenant. Tenant selection and screening remains the right and responsibility of the owner.

8. DISAPPROVAL OF OWNERS

8.1 WHEN OWNERS ARE DISAPPROVED. The RHA has chosen to fully adopt the HUD regulations Code of Federal Regulations (CFR) Section 982.306 (c) which addresses the disapproval of owners. The RHA will disapprove an owner when:

a. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.

b. A court or an administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

8.2 PHA RIGHTS AND REMEDIES. The HAP Contract, Part B specifically identifies the following:

a. If the owner has violated any obligations under the HAP contract, including the owner's obligations to maintain the contract unit in accordance with HQS.

b. If the owner has violated any obligations under any other HAP contract under Section 8.

c. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing assistance program.

d. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the mortgage or loan.

e. If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

8.3 INFORMATION TO OWNERS AND REQUEST FOR LEASE APPROVAL. If the RHA determines that a breach (as listed) has occurred, the RHA may exercise any of its rights or remedies under the HAP contract. The following are examples of rights and remedies:

a. Recovery of overpayments.

b. Suspension of HAP.

c. Abatement or other reduction of HAP.

d. Termination of HAP.

e. Termination of the HAP Contract.

If the RHA determines that a breach has occurred, the RHA will notify the owner of the determination, including a brief statement of the reasons for the determination. This notice may also require the owner to take corrective action by a time prescribed in the notice.

8.4 INFORMATION TO OWNERS AND REQUEST FOR LEASE APPROVAL

8.4.1 The RHA will respond to inquiries from owners by explaining major program procedures. Staff may discuss Lease provisions, Lease approval procedures, HQS inspections, Contract provisions, and payment procedures. Owners will be furnished copies of the pertinent forms for their review.

8.4.2 When the family has found a unit they wish to rent, the family and owner will submit a completed "Request for Tenancy Approval" form. The family will submit a copy of the proposed Lease if the owner does not wish to use the RHA Model Lease. After review of the proposed Lease, the RHA will promptly notify the owner of its determination of Lease approval.

9. FAIR HOUSING ACTIVITY AND REASONABLE ACCOMMODATION POLICY

9.1 INFORMATION ON FAIR HOUSING LAWS

9.1.1 At program briefing, all families issued a Voucher will be provided with the brochure, "Fair Housing, It's Your Right," (HUD-1 260-FHEO). Included in the brochure is the form, "Housing Discrimination Complaint," (HUD-903).

9.1.2 Families are encouraged to notify the RHA if they encounter housing discrimination. If appropriate, the family will be given instructions or assistance with filing a complaint. The completed complaint is forwarded to the State Department of Fair Employment and Housing in San Francisco.

9.1.3 The RHA administers a Fair Housing Information and Referral Service. The service provides basic landlord and tenant information along with fair housing referrals.

9.1.4 Families are provided information at program briefings concerning neighborhoods likely to contain affordable housing.

9.1.5 Families are provided information at program briefings as to the broadest geographical choice in selection of units.

9.1.6 Upon request, the RHA may provide assistance in finding units for those families who, because of age, disability, or other reasons, are unable to locate suitable units.

9.1.7 The RHA may also provide assistance when the family alleges that discrimination is preventing them from finding a suitable unit.

9.1.8 April of each year is designated as Fair Housing Month. The RHA actively participates by:

a. Display advertising in public media;

b. Public service announcements on local radio and television stations;

c. Mailing to landlords, owners, and real estate agents brochures titled "Housing Rights" and "Discrimination is Against the Law;" and

d. Cosponsoring a full-day Fair Housing workshop.

9.2 REASONABLE ACCOMMODATION POLICY

9.2.1 During the application and recertification processes, the staff of the RHA will advise applicants and participants of its Reasonable Accommodation Policy.

Reasonable accommodation is a reasonable adjustment to the RHA's rules, policies, practices, or procedures in order to enable an applicant or participant with a disability to fully participate in the HCV Program. The RHA will document the connection of the disability as it relates to the reasonable accommodation request.

Some common examples of reasonable accommodation are:

a. Approving the leasing of a unit from a relative;

b. Home visits to a person with disabilities who is unable to come to the RHA office;

c. An extra bedroom allocation to meet the living needs of a live-in aide;

d. Reading the application and associated forms to someone who is unable to read;

e. Providing a sign language interpreter for a deaf applicant or participant;

f. Addressing mail to a non-household person who will communicate directly with the RHA; or

g. Providing larger print documents for sight impaired individuals.

9.2.2 The RHA's goal is to provide reasonable accommodation upon request when possible and feasible to do so.

In providing reasonable accommodation, the RHA will observe the following principles:

a. The RHA will consider and respond to all individual requests for reasonable accommodation from applicants and participants with disabilities.

b. The RHA will make reasonable accommodations that are effective in providing disabled persons with equal access to its facilities and services.

c. The RHA will recognize that reasonable accommodations are unique to the individual needs of the person requesting the accommodation.

d. The RHA will give primary consideration to the preference of the person with disabilities, his/her representative and/or medical provider, in deciding the most appropriate form of reasonable accommodation. The RHA may offer an alternative accommodation to that which is requested, which is less burdensome to the RHA, if the alternative accommodation will result in equally effective access to its facilities and services.

e. The RHA will not require burdensome or irrelevant documentation. The RHA will obtain information that is actually necessary to verify that the person has a disability and that there is a reasonable nexus between the individual's disability and the requested accommodation.

f. The RHA will accept requests for accommodation verbally or in a manner that is different from the "Request for Reasonable Accommodations" form if the applicant or participant chooses to use an alternative form of communication.

g. The RHA will respond by letter to all requests for reasonable accommodation. If appropriate because of the nature of the person's disability, the RHA will use an alternative form of communication acceptable to the person making the request.

h. If the RHA does not have sufficient information to evaluate the request for reasonable accommodation, the RHA will inform the requesting individual as to the type of additional

information that is needed and that the additional information is to be submitted in writing. If the requesting individual needs additional assistance to comply with the request, the RHA will provide alternative groups to choose from so that the individual can comply with the request for additional information.

i. The RHA may deny a request for reasonable accommodation if compliance will constitute a fundamental alteration of the RHA's HCV Program.

j. If the requested accommodation will create undue financial and administrative burden for the RHA, the RHA will comply with the request only up to the extent the RHA can do so without creating an undue burden.

k. If the request for reasonable accommodation cannot be accommodated by the RHA, the RHA will provide a written statement to the individual outlining the basis for the denial. A denied request for reasonable accommodation is not subject to the Informal Review or Hearing Process.

l. Pursuant to §982.204(c)(2), when the RHA has withdrawn from its waiting list the name of an applicant family that includes a person with disabilities that decision is subject to reasonable accommodation in accordance with 24 CFR Part 8.

9.3 Meaningful Access Plan

To ensure that services are provided in a manner that encourages participation by all persons regardless of age, race, religion, sex, disability, familial status, national origin, or proficiency in the English language the RHA has adopted procedures to provide meaningful access to our programs by all persons. This is available for public review in the RHA office.

10. SUBSIDY STANDARDS

The following guidelines will be used to determine subsidy standards at the following times: application to the waiting list, issuance of a voucher, and annual reexamination. The household size noted at time of preliminary waiting list application does not have a bearing on the subsidy standard determined for issuance of the Voucher.

10.1 The Voucher will specify the smallest number of bedrooms appropriate to the family, taking into consideration:

a. The avoidance of overcrowding.

b. Compliance with HQS applicable to adequate space. That standard specifies that there is at least one bedroom or living/sleeping room for every two persons.

c. The RHA may grant an exception from the subsidy standards if the RHA determines the exception is justified by the relationship, age, sex, health, or disability of a family member, or other individual documented circumstance.

10.2 The head of household and his/her spouse or significant other will be allocated one bedroom; one additional bedroom will be allocated for every two remaining household members, regardless of the age, sex, or relationship of those other household members.

10.3 Unborn children, as the only child, of a family consisting of a single adult will be considered in determining eligibility for the waiting list. Unborn children of the family will not be considered in calculation of total family members for the purpose of determining the appropriate subsidy standard.

10.4 Foster children of the family are considered in calculation of total family members for purposes of determining the appropriate subsidy standard.

10.5 If the family composition changes while the family is on the waiting list, there will be no change to their position unless the resulting family composition is a single person who was not elderly or disabled as a result of the household change.

10.6 To be included in the calculation of the subsidy standard, a household member must be in the unit within six months after the final eligibility determination.

10.7 The Voucher subsidy standards will serve to limit the maximum Payment Standard, for a unit rented by the family.

10.8 Upon request and documentation of need, as a reasonable accommodation to either an elderly household or a household with a person with disabilities, the RHA may approve one additional bedroom in the household's subsidy allocation to meet the needs of a live-in aide or the need to store large medical equipment.

10.9 The RHA may choose not to approve the request for additional household members to be added to the household if the additional household members increase the household's payment standard.

11. FAMILY ABSENCE FROM SUBSIDIZED UNIT

11.1 TEMPORARY ABSENCE

A participating household, a single person household, or a member of the household may be absent from the unit for any reason up to thirty (30) consecutive days without prior approval of the RHA.

11.2 EXTENDED ABSENCE

11.2.1 An extended absence requires prior approval of the RHA. A participating household, a single person household, or a member of the household is eligible to be absent from the unit up to180 consecutive days.

11.2.2 Households must report in writing to the RHA any anticipated absence from the assisted unit of more than thirty (30) consecutive days. If the family fails to notify the RHA of the anticipated absence, the following will occur:

a. If the sole member of a single member household must leave the unit to go to the hospital or a nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent and assistance will be terminated. If they are temporarily confined for not more than 180 consecutive days, they will not be considered permanently absent.

b. If the sole member of a single person household is incarcerated and is unlikely to return within 30 days, the HAP contract will be terminated.

11.2.3 The RHA will review the requested "extended absence" in the following manner:

a. The Head of Household must provide a written statement as to the reason of the anticipated absence and the expected return of the participating household or household member. The RHA may request additional information to determine if the household or household member is to be temporarily or permanently absent from the unit.

b. If a member of the household is approved for an "extended absence", any income of that household member will continue to be included as household income.

c. If a member of the household or the entire household is approved for an "extended absence", all conditions of the Family Obligations, including participation in the annual reexamination process, must be met.

11.2.4 Absences beyond 180 days:

a. If the family anticipates leaving the unit for more than 180 consecutive days, their assistance will be terminated.

b. If a household member anticipates leaving the unit for more than 180 consecutive days, that household member will be deleted as a household member.

c. If, at a later date, the deleted household member wants to be readmitted to the program, that individual must apply as an applicant and reside in the former household. As such, all rules of initial program eligibility will apply.

11.3 CONTINUED PAYMENT OF RHA PORTION OF RENT

The HAP will continue in a situation where the RHA has granted approval for an extended absence if:

11.3.1 Tenant portion of rent is being paid;

11.3.2 Utility service is on;

11.3.3 Household furnishings are present; and

11.3.4 The landlord continues to accept the assisted household as tenants during the absence.

11.4. CHANGE IN CIRCUMSTANCES

The RHA has the discretion to reevaluate any of the above situations and reserves the right to terminate assistance if it is determined that the assisted unit has been permanently vacated.

11.5 REAPPLICATION

If a family's rental assistance benefits have been terminated due to continued absence from the unit, the family will be advised that it may reapply to the waiting list if the waiting list is currently open.

12. SEPARATION OF PARTICIPANT HOUSEHOLD

When a family assisted under the HCV Program separates into two or more family units, the new families should decide which family unit shall continue to receive the HCV Voucher assistance. If the families cannot decide, the RHA must determine which of the family units will continue to receive assistance.

In making this decision, the RHA will consider the following (in no particular order):

12.1 Pursuant to the Violence Against Women Act (VAWA), the RHA will initially determine if an incident of domestic violence, dating violence, or stalking has occurred. If such an incident has occurred, the victim household member must provide a certification statement to the RHA. In these occurrences, the rental assistance benefits will remain with the victim and other household members. The individual perpetrator will not be included as a household member.

12.2 Who has custody of dependent children.

12.3 The family member that was the Head of Household when the Voucher was initially issued.

12.4 The composition of the new family units.

12.5 The interest of minor children or of ill, elderly or disabled family members.

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

12.7 Documentation of these factors will be the responsibility of the families. If documentation is not provided, the RHA reserves the right to continue subsidy payments for the newly formed family unit remaining in the unit under the RHA-approved lease or terminate the HAP Contract.

13. INFORMAL REVIEWS, INFORMAL HEARINGS AND MEETINGS

The RHA will provide program participants and applicants with the opportunity for a review and appeal of decisions made to determine if those decisions are in accordance with the law, HUD regulations, and the RHA policies.

13.1 INFORMAL REVIEWS

13.1.1 An Informal Review will be offered to an applicant who is on the waiting list and who is determined not eligible for housing assistance benefits. An Informal Review will be subject to the following criteria:

a. The applicant will be provided a prompt written notice of the decision. The notice shall contain a brief statement of the reason(s) for the decision and inform the applicant of his/her right to an Informal Review. The notice shall further state that the request for an Informal Review must be made in writing within 15 calendar days of the date of the notice.

b. An Informal Review for an applicant whose application has been denied will be handled by a Housing staff person other than the person who made the decision to deny the application or a subordinate of that person. However, if the reason for the denial is based on drug-related or violent criminal activity of a household member, that Informal Review will be conducted under the Informal Hearing process.

c. Upon receipt of the Informal Review request, staff will contact the applicant household and advise them of the following:

i. That their request for an informal review has been received and that the review will be completed over the telephone by Housing Personnel. The family may request copies of case file material that will be reviewed by staff to determine the appropriateness of the action taken.

ii. During the review, the applicant will be provided the opportunity to present written or oral objections to the RHA’s decision to deny.

Within14 days of the review, housing staff will issue its final decision in writing. The letter must state the decision made by staff and an explanation of the reasons for the decision.

13.1.2 An Informal Review will not be offered to applicants in the following cases:

a. For the RHA discretionary administrative determinations;

b. For general policy issues or class grievances;

c. When the RHA determines that a unit does not comply with HQS;

d. When the RHA determines that a unit is not in accordance with HQS because of family size;

e. When the RHA decides not to approve an owner's lease because of inappropriate lease language;

f. When the RHA determines to exercise or not exercise any right or remedy against the owner under a HAP Contract;

g. A determination of the family unit size under the RHA subsidy standards; or

h. The RHA's determination not to grant approval of tenancy.

i. The RHA's determination not to approve either an extension or suspension of voucher length.

13.2 INFORMAL HEARINGS

13.2.1 An Informal Hearing will be conducted by a Hearing Officer. The Hearing Officer will be an individual, appointed by the RHA, who neither made nor approved the decision under review or a subordinate of that person. An Informal Hearing will be granted to participants in the following cases:

a. Assistance is being terminated because of the family's action or failure to act on a breach of a family obligation as defined by 24 CFR Sections 982.551 and 982.552 and any additional Obligations of the Family designated by the RHA.

b. Assistance is being terminated because the family has been absent from the assisted unit for longer than HUD rules or the RHA policies allow.

c. Assistance is being denied or terminated on the basis of ineligible immigration status.

d. The RHA's determination of the family's annual or adjusted income.

e. The RHA's determination of the family unit size under the RHA subsidy standards.

f. The family is denied an exception to the subsidy standards.

g. The RHA determination of the appropriate utility allowance for the family from the RHA utility allowance schedule.

h. The assessment of an overpayment.

i. The denial of a hardship circumstance relating to the minimum rent requirement.

13.2.2 The following time line will be followed for Informal Hearings:

a. The RHA staff will provide the participant with prompt written notice of those decisions affecting the participant household. The notice shall contain a brief statement of the reasons along with the applicable citations supporting the proposed action for the decision and inform the participant of his/her right to an Informal Hearing. The notice shall further state that the request for an Informal Hearing must be made in writing and delivered to the RHA by no later that the close of business day within 15 calendar days from the date of the notice. If assistance was terminated on the basis of ineligible immigration status then the request must be made within 14 calendar days.

b. Once the RHA receives a request for an Informal Hearing, the participant will be sent a letter stating the following information:

i. The date and time of the hearing. The notification will state that the applicant or participant must appear in a timely manner for the hearing or the original notice of adverse action will prevail.

ii. The family has the right to request copies of any RHA documents that will be presented at the Informal Hearing. The family may copy any documents relevant to the Informal Hearing at the family's expense.

iii. The applicant or participant will be afforded only one opportunity to reschedule the hearing's date and time. This request must be received prior to the date and time of the originally scheduled review, hearing, or meeting.

c. A final decision will be issued by the Hearing Officer within 14 calendar days. The letter must state the decision and the reason(s) for the decision.

d. If the hearing officer upholds the RHA action, then the letter from the Hearing Officer will also inform the family of their right to appeal the decision subject to a statute of limitations. The time within which judicial review of the action may be sought is governed by Section 1094.6 of the Code of Civil Procedure.

13.2.3 Informal Hearing Procedures:

a. Informal Hearings will be conducted by a Hearing Officer.

b. The family may, at their own expense, have legal counsel present at the hearing.

c. **Discovery**: The family must be given the opportunity to examine before the hearing any RHA documents that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. The family will be allowed to examine the RHA documents and request copies one business day prior to the hearing.

The RHA must be given the opportunity to examine at the RHA office before the hearing any family documents that are directly relevant to the hearing. The RHA must be allowed to copy any such document at its expense. If the family does not make the document available for examination by the RHA at least one business day prior to the hearing, the document may not be considered by the Hearing Officer, at his or her discretion.

d. **Evidence**: The RHA and the family must be given the opportunity to present evidence, and may question any witnesses. The witnesses and or those individuals present must be available for questioning. The RHA reserves the right to request the hearing be postponed prior to or during the hearing in order to prepare for the questioning of witnesses or to obtain rebuttal witnesses.

e. The Hearing Officer will record the Informal Hearing and will state so at the beginning of the Informal Hearing.

f. The Hearing Officer will regulate the conduct of the Informal Hearing in such a manner as to maintain the safety and dignity of all parties involved.

g. The RHA is bound by the decision of the Hearing Officer except in the following cases:

i. Matters exceeding the authority of the Hearing Officer.

ii. Matters contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local laws.

h. The Hearing Officer's decision must be based on factual determinations relating to the individual circumstances of the family, including program violations that are federally or locally prescribed. Factual determinations are concerned only with what has actually occurred in the case. Factual determinations shall be based on the preponderance of the evidence presented at the hearing for each issue under consideration. Each fact under consideration must be weighed for truth under this premise, uninfluenced by emotions, personal prejudices or bias.

i. HUD requires the RHA to adopt a written administrative plan that establishes local policies for administering the HCV program. As such, the RHA must administer the HCV program in accordance with HUD regulations and the PHA's administrative plan (CFR 982.549(c)).

h. If the RHA determines that it is not bound by a decision of the Hearing Officer, it shall promptly notify the participant of the determination and of the reasons for the determination.

13.3 MEETINGS

13.3.1 A meeting with housing staff may be granted to an applicant whose application has been returned to the waiting list. The purpose of the meeting is to provide the applicant a full explanation as to why their application was returned to the list. The RHA normally returns an application to the waiting list when it has determined that the applicant is not eligible at the time of eligibility review for one of following reasons:

a. An applicant does not have City of Redding residency status;

b. Single applicant who is not either elderly or disabled; or

c. An applicant who does not document the local preference as previously claimed.

14. PAYMENT STANDARDS

14.1 The RHA is responsible for analyzing and determines the Voucher Payment Standard as part of their management accountability. The Voucher Payment Standard establishes the subsidy payments made on behalf of the assisted household. The RHA determines the Payment Standard within certain guidelines established by HUD.

14.2 The primary elements of the Payment Standard calculation are the Fair Market Rents published annually by HUD.

14.3 In order to provide the maximum level of subsidy to the greatest number of Voucher participants, it is the RHA's policy to adjust the payment standard annually. This adjustment will be established between 90 percent and 110 percent of published Fair Market Rents. This adjustment to participants will occur as soon as administratively possible following the publication of the Fair Market Rents.

14.4 Should the amount of any payment standard decrease, the lower payment standard amount shall be used to calculate the monthly HAP for the family, at the second regular reexamination following the decrease in the payment standard amount, unless the RHA has subsequently increased the payment standard amount between the adoption of the lower payment standard schedule and the targeted implementation date.

15. RENT REASONABLENESS DETERMINATION

15.1 All units receiving subsidy payments from the RHA must meet a rent reasonableness test. This test is to assure that a fair rent is paid for units selected for participation in the HCV Program and that the HCV Program does not have the effect of inflating rents in the community.

15.2 The Request for Tenancy Approval form initiates contact between the Authority and the owner to determine if rent is reasonable and whether or not to proceed with an inspection. The form requires an owner of a complex with more than four units to complete a section which provides the addresses including the unit number of similar units, dates the units were rented and the current rental amount. Housing staff may then utilize this information to determine and to document the rent reasonableness for comparable unassisted units in the same apartment complex.

15.3 For units not located in a multi-unit complex, the RHA maintains a rent reasonableness listing. This listing is updated periodically to reflect the current market. Housing staff also consults current advertised local listings to establish reasonable rents.

16. SPECIAL HOUSING TYPES AND HOMEOWNERSHIP PROGRAM

16.1 Special Housing Types. The RHA currently participates in congregate, cooperative and owner-occupied manufactured housing options. The RHA does not participate in the following special housing as allowed by HUD: Group Home. The RHA may participate in shared housing

when the participation is determined by the RHA to be beneficial for the assisted household and the RHA. In shared housing, the entire housing unit must pass HQS. No more than two people may reside in a shared housing bedroom. The owner of shared housing may reside in the unit and may enter into a HAP contract with the PHA, although housing assistance may not be paid on behalf of an owner. An assisted person may not be related by blood or marriage to a resident owner.

16.2. HCV HOMEOWNERSHIP PROGRAM

16.2.1 ELIGIBLE HOUSEHOLD APPLICANTS

a. Households shall be current participants in the Family Self-Sufficiency Program or a member of a participating family is disabled and homeownership is a response to a request for reasonable accommodation.

b. To be eligible, households must have completed an initial Section 8 HCV Lease term immediately prior homeownership application.

c. To be eligible, households must not owe the RHA or any other Housing Authority an outstanding debt.

d. Households shall be "first-time" homebuyer(s) as defined by the RHA Households must satisfy the minimum income requirement which is established as earned income equal to 2,000 hours paid at the federal minimum wage. The earned income must be that of a household member whose name will be on the title of the property to be purchased. Note that in meeting the minimum income requirements, welfare benefits are not included. However, welfare benefits are included in the determination of the amount of assistance benefits to be provided to the household.

e. Households must satisfy the minimum employment requirement which is established as at least thirty hours per week for at least a one-year period. The RHA may review the household's work history and allow insignificant breaks in employment so not to interrupt the one-year period. An individual's self-employment earnings as supported by federal tax returns will qualify as the employment requirement. An insignificant period of time shall be a period not to exceed 45 days from one source of employment to another employment when the household member remains in the same type of work.

f. Household has not defaulted on a mortgage securing debt to purchase a home under the Homeownership Program.

g. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, no family member has a present ownership interest in a residence at the beginning of homeownership assistance.

h. Household shall be able to qualify for a first mortgage loan that conforms to the specifications contained in "First Mortgage/Senior Lien holder Requirements" as described in the HOMEOWNERSHIP PROGRAM DESCRIPTION Section.

i. Household shall have access to sufficient cash assets to provide a down payment equal to 3 percent of the purchase price of the home. The household's down payment must consist of personal assets equal to a minimum of 1 percent of the purchase price. If "sweat equity" is an acceptable form of down payment to the lien holder then sweat equity will be an acceptable form of down payment to the RHA.

j. Household shall meet the Program's credit worthiness standards, as outlined in the City of Redding's Homebuyer Program. The household's past and present use of credit; any current credit obligations; and any household-provided narratives regarding credit issues shall be considered in determining credit worthiness.

k. The household's credit history must show that past and present debt obligations have been paid on time. Household must have resolved or made a good faith effort to resolve all derogatory credit accounts prior to applying for the Homeownership Program. The household may be required to provide a written explanation for all accounts in questionable standing.

l. For all households who have very little or no credit history, positive reference letters from current and previous landlords and utility companies must be provided. Reference letters must cover at least a 12-month period prior to the application date.

16.2.2. ELIGIBLE PROPERTY

a. Homes to be purchased with the Homeownership Program, for administration by the RHA, must be located within the Redding city limits in areas designated as "Residential" on the Redding General Plan.

b. Eligible households may wish to relocate with the Program's Portability option. When possible, the RHA will assist the family in determining if the other jurisdiction is participating in the Homeownership Program and if so, is accepting any families into their program.

c. At the time of loan closing, the home must be free of known pest infestation.

d. At the time of loan closing, the property must be structurally sound, in good repair, and free from any defects that pose a danger to the health and safety of the occupants.

e. The property must be initially inspected by an RHA inspector who will inspect the unit and cite deficiencies consistent with Section 8 HCV Program's Housing Quality Standards including occupancy standards.

f. The property must also be inspected by a professional home inspector or licensed general building contractor. A written report shall be provided to the RHA. The cost of this inspection is attributable to the buyer.

g. Dwellings purchased with the Homeownership Program may be any type suitable for occupancy by no more than one household. Assisted units may be newly constructed or previously occupied and may include cooperative units; single family homes; townhouse

units; and mobile home or modular units secured to permanent foundations with wheels and axles removed, on land that is bought as part of the home purchase.

16.2.3 FIRST-TIME HOMEBUYER COUNSELING PROGRAM

Prior to assistance approval, each adult household member will be required to complete a first-time homebuyer counseling program, approved by the RHA. Proof of completion shall be received by Program staff prior to the issuance of assistance benefits.

16.2.4 AMOUNT AND DISTRIBUTION OF MONTHLY HOMEOWNERSHIP ASSISTANCE

a. While the family is residing in the home, the RHA shall pay a monthly Homeownership assistance payment on behalf of the family that is equal to the lesser of:

i. The Payment Standard (PS), as defined in Definitions, minus the total tenants' payment (TTP) as defined in Definitions, or
ii. The family's monthly homeownership expenses, as defined in the HOMEOWNERSHIP PROGRAM DESCRIPTION SECTION, minus the family's TTP.

b. Calculation of the assistance payment will correspond to the applicable HCV Program regulations. The applicable PS for homeownership families will be the greater of the PS at beginning of homeownership assistance or the PS at most recent reexamination of the family's income and household composition.

c. The assistance payment will be payable to either the household or the mortgage company. It will be at the discretion of the RHA, in collaboration with the lender as to their preference, to select the payee of the benefits.

16.2.5 HOMEOWNERSHIP PROGRAM DESCRIPTION

a. **Purpose—**The purpose of the Homeownership Program is to supplement the family's own income to facilitate the transition from rental to homeownership.

b. **Eligibility—**In order to qualify for assistance, the household must meet all General Eligibility Requirements.

c. **First Mortgage Senior Lien Holder Requirements**—The RHA will not approve any seller financing or financing including a balloon payment. If the purchase of the home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements. The RHA will review lender qualifications and the loan terms before authorizing homeownership assistance. The RHA may disapprove proposed financing, refinancing or other debt if the RHA determines that the lender or the loan terms do not meet the RHA qualifications.

d. **Housing Expenses (Front End Ratio)**—The household's ratio of monthly housing expenses to adjusted gross monthly income shall not be more than 34 percent nor less than 29

percent, except as otherwise approved by the Housing Manager. Only the adjusted gross income of the household members to be on title shall be used to determine the ratio.

To determine the ratio noted above, the following expenses shall be included in calculating housing expense:

i. Required principal and interest payments on all mortgages;
ii. Mortgage insurance premiums, required by the lender;
iii. Hazard insurance premiums;
iv. Property taxes and special assessments;
v. Home Ownership Association dues, if mandatory. Any portion of the dues associated with utility costs may be excluded.

e. **Long-Term Debt (Back End Ratio)**—The assisted household's ratio of monthly long-term obligations to adjusted gross monthly income shall not exceed 43 percent unless otherwise approved by the Housing Manager. In cases where the household has had a past bankruptcy, foreclosure, or other credit issue, the Housing Manager at his/her sole discretion, may require the long-term ratio to be less than 43 percent. Only the adjusted gross income of the household members to be on title to the property shall be used to determine the ratio.

To determine the ratio noted above, the following expenses shall be included in calculation long-term debt:

i. All housing expenses; and
ii. All other contractual obligations of the household members on title which will run for at least ten months following the start of assistance benefits.

f. **Period to Look for a Home**—The RHA will allow eligible families 120 days from the commencement of their search for a home to secure a dwelling to be assisted by the Homeownership Program. With approval from the Housing Manager additional time may be authorized for a period not to exceed a total of 180 days. In order to look for housing, the family must be in compliance with all Section Tenant-Based Rental Assistance regulations.

g. **Contract of Sale (Residential Purchase Agreement)**—Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit. The family must give the RHA a copy of the contract of sale. The contract of sale must: (1) specify the price and other terms of sale by the seller to the purchaser; (2) provide that the purchaser will arrange for a pre-purchase inspection of the dwelling by an independent inspector selected by the purchaser; (3) provide that the purchaser is not obligated to pay for necessary repairs; and (4) contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

h. **Failure to Complete Purchase**—If the household is unable to purchase a home within the maximum time permitted by the RHA, the family continues to be participants in the HCV Program. The family may re-apply for the Homeownership assistance when they have

completed an additional year of HCV Program participation. The additional year commences at the point of initial determination for Homeownership Program assistance.

i. **Automatic Termination of Homeownership Benefits**—Assistance terminates automatically 180 calendar days after the last HAP on behalf of the family. The RHA reserves the right to reinstate home ownership benefits, if the family establishes within forty-five days of the termination that the family's income sources have been reduced to a degree that they once again qualify for financial assistance.

j. **Termination or Denial of Assistance Benefits**—At any time, the RHA may deny or terminate assistance for violation of participant obligations described in the Code of Federal Regulations Sections 982.552 (Grounds for denial or termination of assistance) or Section 982.553 (Crime by Family Members). Additionally, the RHA may deny or terminate assistance for violation of participant obligations described in the Code of Federal Regulations sections 982.552 or 982.633.

The RHA must terminate voucher homeownership assistance for any member of the family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

k. **Maximum Period of Assistance**—The term of financial assistance is limited to a maximum period of 15 years provided that the initial mortgage incurred to finance the purchase of the home has a term that is 20 years or longer. In all other cases, the maximum term is ten years. The maximum term of home ownership assistance does not apply to those families whose head of household or spouse is disabled or elderly.

l. **Move with Continued Tenant-Based Assistance**—The family **may either move** with HCV Program Assistance (in accordance with rental assistance program requirements) **or** with voucher homeownership (in accordance with the Homeownership Program requirements).

The RHA may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

The RHA will not allow the family to move more than once in any twelve-month period.

If the RHA determines that initial requirements of the Homeownership Program continue to be met, with exception of counseling, and status as a first-time homebuyer, the RHA may approve Homeownership benefits at a new location.

The RHA may deny permission to move with continued voucher assistance due to lack of funding available to provide continued assistance.

The RHA must deny permission to move with continued voucher assistance if: (1) the family defaulted on a FHA-insured mortgage; and (2) the family fails to demonstrate that: (a) the family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and (b) the family has moved from the home within the period established or approved by HUD.

17. OVERPAYMENTS / REPAYMENT POLICIES

The RHA is required to include within its Administrative Plan, policies concerning repayments of debts owed. This part describes the RHA's general policies for the determination of debts owed and the recovery of debts owed to the RHA by households and owners. More in-depth calculation methods of overpayments may be found in other areas of this Plan.

17.1 OVERPAYMENT DETERMINATION

17.1.1. HOUSEHOLDS. If a participating household delays in reporting changes in their household circumstances which results in more assistance paid on their behalf than they were eligible for, RHA will chart an overpayment. Overpayments will commence during the month the program violation occurred.

a. **During program participation:**

i. Intentional actions or inactions of the household in order to receive more assistance than otherwise eligible will result in full HAP overpayment regardless of the circumstances.

ii. All other overpayments will be calculated based on comparing reported income & deductions and actual income and deductions for each month.

b. **After program participation:**

i. At any time after participation, if the RHA is made aware of information that supports more assistance was paid to a household than eligible for, an overpayment will be charted as indicated above.

ii. The RHA will contact the household and inform them of the overpayment. The household will have the opportunity for an informal review regarding the overpayment. If the overpayment stands, collection procedures will ensue.

c. **Overpayments from prior program participation:**

If an applicant household owes the RHA or any other Housing Authority money and the applicant household wishes to participate in the RHA's program, the RHA will take the following action:

i. The applicant household may be required to sign a repayment agreement stipulating the amount owed will be paid within thirty-days. If repayment is not made within thirty days, the application for assistance may be denied. If the application is denied, the family will be advised of their right to request an Informal Review regarding the denial.

ii. Should a prior program participant that left a participating household want to be re-admitted to the same household, they will be considered an applicant for the purposes of eligibility review. Any participants with an overpayment owed to the RHA or another Housing Authority will be required to sign a repayment agreement. If the overpayment debt is not paid within thirty days, the applicant will be denied admission to the household. The participating family will be advised of their ability to request an informal hearing regarding the denial of the applicant.

17.1.2 OWNERS/LANDLORDS

If the RHA determines that an owner was overpaid HAP, the RHA will notify the owner of the amount owed. The owner will be provided with only one opportunity to return the payment or the amount due will be deducted from the Owner's/landlord's other accounts.

17.2 REPAYMENT POLICIES

17.2.1 FAMILIES

Once the participant household has been notified of an overpayment, the participant household may choose to request an informal hearing regarding the circumstances surrounding the overpayment.

a. Amount of overpayment

If the overpayment is equal to or greater than $2,000, the participating household's benefits will be terminated.

If the overpayment is less than $2,000, the participating household may continue participation by signing a repayment agreement as outlined below:

The repayment agreement may specify that monthly payments are required by the participant. The repayment agreement may specify that the debt be paid back within a time period no shorter than one year, except:

When a participating family wishes to relocate, the RHA will give the household a thirty-day period to pay, in full, all monies owed. If repayment is not made, the family's continuing benefits are denied, subject to an informal hearing.

At the discretion of the Housing Manager or their designee, the money owed can be waived due to extenuating circumstances. Extenuating circumstances may include, but are not limited to, the following: a documented medical need; relocation to a smaller unit; or a minimal balance owed due to family's repayment of the debt

b. If the debt is not repaid within the agreement term, the RHA will initiate action to

terminate the rental assistance benefits and pursue collection actions.

17.2.2 OWNERS

Once the owner has been notified an overpayment exists from participation in the program, a request for repayment will be sent to the owner. If payment has not been received in a reasonable amount of time (typically 15 days), the amount owed will be deducted from the owner's account. Should the owner fail to repay amounts owed, the RHA may pursue collection actions.

17.3 REFUSAL TO PAY

Should any individual, owner, landlord, business or corporation refuse to pay monies owed to the RHA, the following may occur:

17.3.1 Debt collection practices available to the RHA include, but are not limited to, the following:

a. City of Redding Finance Department
b. Collection agencies
c. State or Local Superior or Municipal Courts
d. Civil lawsuit
e. State and/or Federal tax intercept programs
f. Wage garnishments

17.3.2 Criminal prosecution penalties may also apply.

Under California Law, the RHA reserves the right to pursue criminal prosecution for any and all persons who defrauds a public housing authority of more than $400 dollars in housing assistance as a crime of grand theft.

18. REEXAMINATIONS AND TERMINATIONS

The regulations issued by HUD allow local PHAs to conduct interim reexaminations that require HCV participants to report income and household composition changes to the RHA. The changes can affect the amount of subsidy payment issued to the owner on behalf of the family. Unless otherwise indicated, the RHA will provide no less than a ten-day notice to the household if the proposed change increases the household's share of rent or terminates their HCV benefits.

The RHA has established the following reporting standards:

18.1 ANNUAL REEXAMINATIONS

The PHA must conduct a reexamination of household income and composition as prescribed by HUD. This includes gathering and verifying current information about family composition, income and expenses. The household's income and rent must be calculated based on this updated information. Subsidy standard changes will be applied at the annual reexamination.

The RHA will begin the annual reexamination process approximately 90-120 days prior to its scheduled effective date. The effective date is established by the RHA. The RHA may determine that the reexamination be completed by mail or in person. The RHA will send two letters requesting that the application and required documentation be submitted. If the participant fails to submit any of the required documents they may be terminated from the program.

18.2 INTERIM REEXAMINATIONS

18.2.1 INCOME

A participating household must report changes in their total family income within 10 days of the income change as prescribed by the RHA. The RHA will set the gross income reporting range between $100 per month and $300 per month. The RHA will notify all families when the gross income reporting amount changes. A family may choose to have an interim redetermination processed on an income change below the reporting threshold if they so desire. This allows a Family Self-Sufficiency household or any other family to request that the change be made to fully utilize the FSS program escrow account.

The participating family must provide written verification from the income source within ten-days of the start period.

The RHA will provide no less than a ten-day notice to the family notifying them of the increase in their portion of the rent payment.

If the family fails to report and verify the income changes within the ten-day period, an overpayment will be charted starting the month the program violation occurred.

When a participating family requests the addition, deletion of, or change in status of an existing household member (i.e., minor turning 18 years of age), all income of the household is used even if the increase to the household is less than the income reporting threshold amount.

The family may at any time report a decrease in their family income. If the reported, verified change is provided to the RHA by the twentieth day of the month, staff will process the decrease in their rent payment effective for the first of the next month.

If the household's income is sporadic or unpredictable the RHA may place the family on a three-month reporting cycle. Should the household's share of rent be increased because of a change in their income, the household will receive no less than a ten-day notice of the increase in their share of rent.

18.2.2 MINIMUM RENTS

The minimum rent for all participating households shall be $50.00. This minimum rent affects the household's Total Tenant Payment and, in some cases, may reduce the household's utility reimbursement.

a. A participating household that is adversely affected by the application of the minimum rent may request an exemption from the minimum rent requirement due to financial hardship.

i. Financial hardship includes circumstances in which families:

1) Have lost eligibility or are awaiting an eligibility determination for a federal, state or local assistance program, including a family having a noncitizen household member lawfully admitted for permanent resident and would be entitled to public benefit but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2) Would be evicted as a result of imposing the minimum rent requirement;
3) Experience income decrease because of changed circumstances including the loss of employment;
4) Have a death in the family; or
5) Have other circumstances as determined by the RHA or HUD.

ii. If a participating household requests a hardship exception, and the request is approved by the RHA, the RHA must suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the change in the household's circumstances. The RHA may request documentation of the hardship and must determine promptly if the hardship is temporary (lasting 90 days or less) or long term (lasting 90 days or more).

iii. If the hardship is determined to be temporary, the minimum rent is suspended 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 is reinstated retroactively to the date of the suspension. The RHA must offer to execute a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period. Hardship determinations are subject to the RHA's Informal Hearing process.

iv. If the hardship is determined to be long-term, the RHA will exempt the family from the minimum rent requirements so long as the hardship continues. The exemption will continue until such time the family's income increases to equal to or exceed the amount of loss income that original qualified the household for the exemption.

18.2.3 HOUSEHOLD COMPOSITION CHANGES

a. The participating household must provide a written notification within ten days when the household composition is increased by a birth, adoption or court-awarded custody of a child.

b. The participating household is required to complete all required documents, provide all required information, and obtain approval from the RHA and the owner before a new household member other than by birth, adoption, or court-awarded custody moves into the subsidized unit.

c. The participating household must provide written notification signed by the landlord and head of household within ten days if any family member no longer lives in the unit.

d. When a participating household fails to complete all required documents, provide all required information and obtain approval from the RHA and the owner before a new household member moves into the subsidized unit, the RHA will take the following action in the following three situations:

i. If the family notifies the RHA after someone has moved into the subsidized unit and wants to start the process; and/or

ii. It comes to the attention of the RHA that there is unreported person in the unit.

1) Upon completion of the eligibility process, if the person is deemed eligible and no decrease in the subsidy payment would have occurred because of their presence, the new person will be added as a household member. No overpayment would have occurred.

2) Upon completion of the eligibility process, if the person is deemed eligible and a decrease in the subsidy payment would have occurred, an overpayment is charted beginning in the month the additional income would have affected the subsidy payment.

3) Upon completion of the eligibility process, if the person is deemed ineligible to be added as household member, the rental assistance benefits will be terminated. The household will be advised of their right to request an informal hearing.

4) An overpayment for the entire assistance payment will be charted as a result of the family breaching the family obligation of not completing the review process prior to the person entering the household and for having an ineligible person in the home. The period of the overpayment will start the month following the month the additional person moved into the subsidized unit. Should the termination action not be affirmed, the RHA will then chart an overpayment using any income not previously used in subsidy calculation.

iii. If the RHA determines, after the fact, that an unreported household member resided in the unit for a specific period of time, but no longer resides in the unit:

1) The RHA will act to terminate the rental assistance benefits because the household withheld true and correct information and misrepresented a material fact regarding their household composition; and

2) The RHA will chart an overpayment of the entire HAP amount for the period of time that the unreported person resided in the subsidized unit.

18.3 TERMINATIONS

The RHA is required to terminate assistance for certain household actions, inactions, offenses or lease violations. Certain other actions may lead to permissive termination by the RHA. Information on the RHA discretionary terminations is available throughout this Plan.

The RHA is permitted to terminate assistance by terminating the HAP contract, refusing to approve a request for tenancy or enter into a new contract or declining to process a move for the household.

The RHA is permitted to consider all relevant circumstances when determining whether to terminate assistance for certain household actions or inactions. The RHA will notify the household that if the household is to be terminated. Should the household wish to have relevant circumstances considered by the RHA, the household must declare such circumstances to the RHA in writing. The RHA will collectively weigh all information from a reasonable person standpoint and the preponderance of evidence standard. The RHA will consider factual information regarding the situation as well as if the household was notified of their program requirements, did the family know, or should they have known they violated program rules, and did they know the behavior was unacceptable. Any and all other information known to the RHA will be placed under consideration.

For all actions or inactions of a household, the RHA utilizes the preponderance of evidence to make determinations.

19. CHANGE OF UNIT

19.1 Participating households may not move within the initial lease term or move more than once within a year unless one of the following extenuating circumstances has been approved by the RHA.

a. Family Self-Sufficiency (FSS) participants requiring relocation due to their employment or educational goals confirmed by the FSS coordinator.

b. Participants who have established a strong, compelling unforeseen medical need verified by the RHA.

c. The owner and participating household have signed a Mutual Rescission to terminate the assisted contract on a specified date prior to vacating the unit and the RHA agrees that it is in the best interest of the program to allow the move.

d. The participating family can document that they are victims of threats to health or life or been recipients of a "hate" crime.

e. A participant who documents that they are a victim of domestic violence, dating violence, or stalking may be allowed to move within the initial term of the lease upon RHA approval.

19.2 This policy also applies to a RHA "Portable" (those families living outside our jurisdiction, but whose assistance is derived from the RHA) participant.

19.3 If a family decides to relocate within the first year of their lease without the RHA approval, their assistance will be terminated. If their assistance is terminated, the family will be advised of their right to request an Informal Hearing regarding the termination.

20. HOUSING QUALITY STANDARDS/INSPECTIONS

20.1 GENERAL

a. Housing Quality Standards (HQS) are HUD's regulatory standards which define the minimum criteria necessary for the health and safety of program participants.

b. All units leased under the HCV Program must meet HQS in order for a lease to take effect and payment to be made and continued to a landlord.

c. HQS ensures families live in decent, safe and sanitary conditions.

d. HQS inspections are conducted at initial occupancy and periodically during the term of the lease.

e. HQS inspections are conducted by trained staff.

20.2 HQS INSPECTIONS

There are generally four types of HQS inspections:

a. Initial or Move In - The Redding Housing Authority conducts Initial or Move In inspections once a Request for Tenancy Approval is completed, turned in and approved. If the unit passes inspection, a lease and HAP Contract may be executed. The landlord is responsible for completing all repairs and a physical reinspection of the unit is required.

b. Biennial. The RHA conducts HQS inspections of all units leased under HCV Program. Inspections must be conducted and passed within 24 months of the Initial inspection or within the minimum HUD timeframe. The responsibility for repairs is designated to either the landlord or the household.

If the unit fails HQS, the inspector determines whether the tenant or landlord is responsible for the repair(s) and assigns repair items to each party.

Once repairs are completed, the landlord and tenant will complete a form certifying individual repair responsibilities have been completed. The landlord and tenant must return their completed form by 5:00 p.m. on the deadline date.

c. Complaint – the RHA conducts complaint inspections at the request of the tenant, landlord or the RHA. If a unit's condition becomes a concern from any party and no resolution for the condition is met between tenant and landlord, any party may request a complaint inspection. The complaint inspection requires a physical reinspection of the unit.

d. Supervisory or Quality Control – Supervisory or Quality Control inspections are conducted to ensure program compliance by landlords, tenants and the RHA inspectors. Supervisory or Quality Control Inspections require a physical reinspection of the unit.

20.3 FAILED HQS REPAIRS

a. When a unit fails the HQS inspection in one or more items, the landlord and tenant are notified by mail as to the deficient items. Depending on the inspection and the nature of the deficiency, repair deadlines will be assigned to ensure HQS is met in a timely manner.

b. For annual reexamination HQS deficiencies, once repairs are completed, the landlord and tenant will complete a form certifying individual repair responsibilities have been completed. The landlord and tenant must return their completed form by 5:00 p.m. on the deadline date.

c. When a landlord fails to complete the required repairs and/or fails to return the completed form by the designated due date, the HAP contract terminates and no further rent payment will be made on behalf of the tenant.

d. When a tenant fails to complete the required repairs and/or fails to return the completed form by the designated due date, the tenant's HCV benefits may be terminated for failing to keep their unit in compliance with HQS, thereby violating their Family Obligations. If all tenant items have passed, but landlord items remain at the time of deadline, the HAP contract immediately terminates. In this case, since the tenant is not responsible for the failed unit, the tenant may retain benefits and be issued a voucher if continued eligibility is confirmed.

20.4 TENANT DAMAGE

HCV Participants are responsible for maintaining their housing unit to meet HQS standards at all times. HCV Participants are responsible for damages to their unit caused by the household or guests. This responsibility includes damages to the housing unit or premises that are beyond normal wear and tear. Normal wear and tear is the average deterioration of a housing unit over time due to normal use. Damages beyond normal wear and tear may be considered a breach of HQS thereby violating their Family Obligations.

The household is responsible for any types of damage caused by themselves, guests or any other person on the premises with a member of the household's consent. Damage by persons unknown to members of the household must be reported to the police department and evidenced by a police report in order for the tenant to be absolved of the repair responsibility under HQS.

Any physical damage to the unit that results in a health and safety issue, caused by the household, household's guest, visitor or acquaintance, will be the responsibility of the household to repair. Damages include, but are not limited to, the items listed below:

a. Broken windows
b. Door damage
c. Pest infestation
d. Damages caused by a pet
e. Missing, broken or damaged smoke detector (including missing or inoperable batteries)

f. Other damages to the unit that causes a health and safety hazard

20.5 LOCAL RULES

Federal Regulations allow local and additional HQS requirements. The following list details local inspection standards for the RHA

a. Permanent cooling devices (air conditioner or evaporative cooler) must be present and operating properly.

b. Window screens are not required to pass HQS inspection.

c. Excessive exterior refuse and debris is not allowed and must be cleaned and removed. Grass or weeds exceeding 8" in height near or around the exterior of a unit must be cut low to eliminate a potential fire hazard.

d. Earthquake straps are required for water heaters replaced since the year 2000.

e. Permanent locks are required on all windows unless the window can be permanently secured under the other HQS regulations.

f. Thumb latch deadbolt locks are required on all doors leading to the exterior or to the garage.

g. Life-threatening repairs, as detailed in PIH notice 2017-20.

h. In addition to HUD's minimum requirements with regard to smoke detectors, there shall be smoke detectors in each bedroom in a unit.

i. Other local HQS requirements may be added to this policy with Executive Director approval and without seeking the approval of the Board.

21. ADMINISTRATIVE FEE RESERVE

Before the beginning of each fiscal year, the RHA will review and adopt the RHA's budget. All funds must be budgeted and approved by the Board of Commissioners before expenditures are made. Action by the Board of Commissioners also is required to withdraw funds from the Administrative Fee Reserve.

22. INSUFFICIENT HAP FUNDING

22.1 In accordance with the HCV regulations, the RHA can deny a family's permission to move and terminate HAP Contracts if funding under the consolidated Annual Contributions Contract (ACC) is insufficient to support annual program HAP expenses. If the RHA determines that it has insufficient funding to support its active contracts, it may take any or all of the following actions or any other action that it deems appropriate and necessary to reduce its HAP costs:

a. Reduce payment standards if payment standards exceed 90% of the current FMR;

b. Reduce its subsidy standards;

c. Eliminate exceptions to its subsidy standards;

d. Terminate HAP contracts;

e. Not approve additional household members to the household if the additional household members increase the household's payment standard, refuse landlord request for increased contract rent and/or deny permission to move.

22.2 Before terminating HAP contracts on the basis of insufficient funding, the RHA will ensure it has carefully considered all cost-savings measures. The RHA must notify the HUD field office and its financial analyst at the Financial Management Center (FMC) prior to termination actions due to insufficient funding. If the RHA must terminate HAP contracts due to insufficient funding, the RHA will do so in accordance with steps A through D below:

a. Terminate HAP contracts for program participants who are single individuals (not considered a family, elderly or disabled).

b. Terminate HAP contracts for those program participants who have previously violated program requirements as evidenced by a repayment agreement, the most recently admitted would be the first terminated.

c. Terminate HAP contracts for program participants that are currently living in units or complexes that have enforceable federal or state rent affordability covenants on the property, the most recently admitted would be the first terminated.

d. Terminate HAP contracts of all other participants, the most recently admitted would be the first terminated.

23. FAMILY SELF-SUFFICIENCY (FSS)

23.1 FSS OVERVIEW

a. Purpose. The purpose of the Family Self-Sufficiency (FSS) Program is to promote the development of local strategies to coordinate the use of the RHA's HCV Program with public and private resources to achieve economic independence and self-sufficiency. Complete FSS Program details are further explained in the FSS Action Plan.

b. **Program Objective.** The objective of the FSS Program is to reduce the dependency of low-income families on welfare assistance, Section 8 housing assistance, and other Federal, State, and local subsidies. The FSS Program links participants to high-quality, comprehensive supportive services, including education, job training, counseling, and other forms of social service assistance necessary to achieve self-sufficiency. A successful FSS Program in Redding will enhance the standard of living and self-esteem of the participants as they become more productive members of the community and are no longer dependent on government assistance.

23.2 EQUAL EMPLOYMENT OPPORTUNITY

The RHA is a department of the City of Redding (City). Therefore, the City's Personnel Department takes the lead for the outreach efforts taken with each job opening. The City normally advertises its job opportunities in the local newspaper, Record Searchlight, on its internet page, and flyers throughout City Hall. A department may request that the Personnel Department's outreach efforts include industry specific websites/journals/publications. Each job announcement posted states that the City is an Equal Opportunity/Federally Affirmative Action Employer.

23.3 FSS MARKETING

The FSS program coordinator attempts to engage potentially qualified households to become participants in the FSS program. The FSS Program is explained to new participants as part of the program briefings that are conducted twice a week. Additionally, flyers are mailed to participating households to encourage them to become FSS participants.

23.4 PROGRAM ACCESSIBILITY

a. The RHA is located in a building that was constructed to meet current American with Disabilities Act (ADA) compliance. The RHA has an accessible door to its facility; staff participates in relay calls when connected, and utilizes interpretative services when necessary. Housing staff relies on the applicant and/or participants to initially identify and request what auxiliary aids they may need. It is the goal of the RHA to take appropriate steps, when necessary, to ensure that effective communication is in place for our community members.

a. The RHA provides numerous Fair Housing Activities. Those activities are incorporated in Chapter VII of the RHA's Administrative Plan.

b. The RHA provides to its consumers a variety of informational tools regarding Fair Housing and discrimination issues including how to file a fair housing discrimination complaint. If requested, by the consumer, housing staff will assist the consumer in completing the complaint.

23.5 HOMEOWNERSHIP/MOBILITY

The RHA through its administration of the HCV Program encourages households to locate units of their choice within residential areas best suited to meet their needs and when possible to participate in the Homeownership Program.

24. FRAUD POLICY

The RHA administers an Internal Program Review (IPR) program. The purpose of this program is to ensure that public funds are paid only on behalf of qualified, eligible participants, and to

owners who comply with all contract provisions in accordance with the program guidelines as established by the U. S. Department of Housing and Urban Development (HUD).

The RHA staff will investigate any suspected program abuse or misconduct. Investigations will attempt to obtain all pertinent information and facts regarding the suspected program abuse. Information will be gathered by using the Authorization of Release of Information Forms, obtaining public information, taking statements from witnesses and suspects, collaborating with the Shasta County District Attorney's welfare fraud investigator, and employing a private investigator when necessary and prudent and other related sources.

When the RHA staff establishes that a program violation has occurred, the RHA will provide the participant an opportunity to dispute the information. If the participant takes no action to dispute the information, the RHA will take appropriate action to terminate the rental assistance benefits, and/or chart an overpayment and/or submit the documents with the District Attorney of the Office of Inspector General.

Cases may be referred to IPR by the following methods:

24.1 REFERRALS, COMPLAINTS, OR TIPS

The RHA will follow up on referrals from other agencies, companies, or persons which are received by mail, by telephone or by in person, which allege that an assisted family is in noncompliance with, or otherwise violating, program rules. Such follow-up will be made provided that the referral contains at least one item of information that is independently verifiable.

24.2 INTERNAL FILE REVIEW

A follow-up will be made if the RHA discovers (as a function of a certification/recertification, an interim reevaluation, or an audit), information or facts which conflict with previous file data, the RHA's knowledge of the family, or is discrepant with statements made by the family.

24.3 VERIFICATION OF DOCUMENTS

A follow-up will be made if the RHA receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information).

24.4 PERSONAL OBSERVATION

A follow-up will be made if the RHA staff obtains personal knowledge of information which may indicate that an assisted family is in noncompliance with, or otherwise violating, program rules. Personal observation will include observations made by the housing inspector who during an inspection may observe a marijuana garden, the appearance of an additional person residing in the unit or the non-appearance of children belongings when children are declared as household members.

24.5 OTHER RELATED MEDIA

The RHA will also follow up on information obtained through sources such as newspapers or other forms of media which indicates that an assisted family is in noncompliance with or

otherwise violating, program rules. This could include reading about a member of the family in the newspaper or watching them on television.

25. CRIMINAL ACTIVITY POLICY

25.1 APPLICANT HOUSEHOLD

25.1.1 PERMISSIVE DENIAL

The Housing Authority of the City of Redding may prohibit admission to the HCV Program to applicants when any member of the household is shown by a preponderance of evidence to be currently engaged in or has engaged in during a reasonable time before admission:

a. Drug-related criminal activity;
b. Violent criminal activity;
c. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
d. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the RHA (including an RHA employee, contractor, subcontractor, or agent).

25.1.2 MANDATORY DENIAL

The RHA must prohibit admission to the HCV Program to an applicant:

a. For three years from the date of eviction if a household member has been evicted from Federally assisted housing for drug-related criminal activity;
b. If any household member is currently engaged in illegal use of a drug;
c. If a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or
d. If a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

25.1.3 PERMANENTLY PROHIBITED

The RHA will prohibit admission to the program if any member of the household:

a. Is subject to a registration requirement under a State sex offender registration program; or

b. Has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of Federally-assisted housing.

25.2 PARTICIPANT HOUSEHOLD

25.2.1 The RHA **may** terminate rental assistance benefits, if:

a. Any household member is currently engaged in illegal use of a drug;
b. Any household member has a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
c. Any household member abuses or has a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
d. Any household member has violated the family's obligation under CFR 982.551 not to engage in violent criminal activity; or
e. Any family member has violated the family's obligation under CFR 982.551 not to engage in drug-related criminal activity.

25.2.2 The RHA must terminate rental assistance benefits, if:

Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of Federally-assisted housing.

25.3 CRIMINAL ACTIVITY PROCEDURE

25.3.1 For an applicant household, the RHA will become involved when:

Final eligibility determination is being processed for an applicant.

25.3.2 For a participating household, the RHA will initiate an eligibility review when:

A member of a participating household (and, in some instances, a covered person) is involved with criminal drug-related activity or violent criminal activity or other criminal activity, including alcohol abuse, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and persons residing in the immediate vicinity of the premises and that activity becomes known to the RHA.

25.3.3 Criminal Activity Review

The RHA review is based on the criminal activity, the timing of the criminal activity, and who committed the criminal activity.

For applicant households, unless specifically noted below, the RHA may deny admission if criminal activity has occurred within thirty-six (36) months prior to the final eligibility determination, unless the convicted applicant has already completed their terms of probation or

parole. The RHA may not approve the convicted applicant still on probation or parole for one of the listed criminal activities.

a. **Alcohol Abuse**

If an applicant household member has been charged with criminal behavior involving alcohol abuse or has a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, the RHA may take action to deny admission to the HCV Program if the notification by the RHA to the household is within one year of the date of the occurrence.

For an applicant household, if the charge or pattern of alcohol abuse is more than one year from the date of the proposed criminal action, the RHA will not prohibit admission.

If a participant household member has been charged with criminal behavior involving alcohol abuse or has a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, the RHA may take action to terminate benefits.

If the RHA is not informed in writing within ten days and this regulation was in effect at the time of the charge or abuse, the RHA may terminate benefits and chart an overpayment.

b. **Drug-related Criminal Activity**

The RHA **may** prohibit admission or terminate housing benefits if the preponderance of evidence shows that an applicant or participant household is currently engaged in any illegal use of a drug or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The RHA may prohibit admission or terminate housing benefits if the preponderance of evidence shows that an applicant or participant household member has committed drug-related criminal activity, regardless of whether the applicant or participant household member has been charged or arrested for such activity.

For a participant household, if the use, possession, or charge for use or possession of illegal drugs was not reported within ten days, the RHA may terminate benefits and charge an overpayment.

If an applicant or participant household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of Federally-assisted housing, the RHA must permanently prohibit admission or terminate housing benefits.

c. **Violent Criminal Activity**

The RHA may prohibit admission or terminate housing benefits if the preponderance of evidence shows that an applicant or participant household member has committed violent criminal activity, regardless of whether the applicant or participant household member has been charged or arrested for such activity.

d. **Other Criminal Activity**

The RHA may prohibit admission or terminate housing benefits if the preponderance of evidence shows that an applicant or participant household member has committed other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by others, regardless of whether the applicant or participant household member has been charged or arrested for such activity.

e. **Sex offenders**

If an applicant is subject to a sex registration requirement under a State sex offender registration program, the RHA must prohibit admission and deny the application. The RHA will complete a background check on all applicants to determine whether an applicant household member is subject to such a requirement.

25.3.4 RHA Review and Informal Hearings

a. **Adverse Action**

When adverse action is contemplated by the RHA, documents provided by the household member or obtained from a law enforcement agency are summarized and forwarded to the Housing Manager or designee for final review and recommendation. The City Attorney may act as a consultant for those cases requiring further assessment.

b. **Adverse Action Taken**

The RHA may deny or terminate benefits whenever the RHA's review results in confirmation that the RHA has sufficient documentation to support a violation of CFR 982.533 or the RHA Administrative Plan.

c. **Applicability**

For the HCV Program, it is the practice of the RHA to deny or terminate benefits whenever the RHA review substantiates that criminal activity in violation of CFR 982.522 and the RHA Administrative Plan has occurred involving either an applicant or participant, including an RHA-approved live-in aide. The exception to the established practice would be for those circumstances when an applicant or participant has fulfilled their conditions of probation or parole as evidenced by a "Certificate of Discharge."

d. **Informal Reviews/Hearings**

The applicant or participant will be advised in writing of the decision to deny or terminate. The letter will also advise them of their opportunity to request an informal review or hearing.

25.3.5 Mitigating Circumstances

When criminal activity in violation of CFR 982.551 has been substantiated, the RHA has the discretion to consider mitigating circumstances before denying or terminating benefits.

Mitigating circumstances include, but are not limited to, the seriousness of the crime, the disability of a family member subject to reasonable accommodation, the extent of culpability of individual family members, the effects of denial or termination of assistance on other family members who were not involved in the activity, whether or not the culpable family members can

leave the unit allowing the non-culpable members to remain with assistance, or, in the instance of drug or alcohol-related activity, whether the culpable family member is participating in or has successfully completed a supervised drug or alcohol program and whether or not a household member is a victim of domestic violence, dating violence or stalking.

When necessary, the RHA will require third party verification to document mitigating circumstances, such as court documents or written statements from doctors, probation or parole officers.

Each participant or applicant has the right to present evidence of mitigating circumstances to the RHA at any level, including the Informal Review/Hearing at the discretion of the Hearing Officer.

25.4 ACCESS TO CRIMINAL RECORDS AND INFORMATION

25.4.1 Criminal Conviction Records

The RHA is authorized by HUD to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to covered housing programs and for lease enforcement or eviction of families receiving Section 8 project-based assistance. Additionally, an owner of Federally-assisted housing may request the RHA to obtain criminal conviction records concerning an adult member of an applicant or resident household.

25.4.2 Sex Offender Registration

The RHA must carry out background checks necessary to determine whether a member of a household applying for admission to any Federally-assisted housing program is subject to a lifetime sex offender registration program. Additionally, an owner of Federally-assisted housing may request the RHA obtain information necessary to determine whether a household member is subject to a lifetime registration requirement under a State sex offender registration requirement.

26. MISCELLANEOUS LOCAL POLICIES

26.1 ASSET SELF-CERTIFICATION

a. For households whose assets do not exceed $5,000 in net value, the RHA may accept family self-certification of asset value and anticipated income.

b. The RHA may require additional verification if necessary to document that assets do not exceed $5,000 in net value.

26.2 MEDICAL EXPENSES

a. The IRS Publication 502 will be used as guidance to determine applicant and participant medical expenses.
b. Portions of medical expenses may be anticipated by utilizing verified expenses from the previous year.
c. All expenses must be prescribed by a doctor and/or reviewed for acceptability utilizing the reasonable person standard. General or everyday expenses required for life or mere existence will not be considered a medical expense.

26.3 EMERGENCY TRANSFER PLAN

The VAWA Emergency Transfer Policy is available for public review in the RHA. The RHA, in partnership with a local shelter, collaborate to provide victims of domestic violence choices with regard to housing and services. All matters with regard to victims of domestic violence, dating violence, sexual assault or stalking are kept confidential. Emergency transfer requests received in writing will be quickly reviewed for confirmation of program eligibility for both HCV and PBV programs. This review may result in an issuance of a moving voucher or the referral to another PBV unit, if available. Should a victim need additional time to submit the required certification form or documents, a letter requesting the information will be sent to the client. Should the client not provide the certification form or adequate documentation, the RHA will cease to pursue the information. The RHA may require additional documentation if conflicting information regarding the alleged victim's eligibility is in question. Should the victim transfer or move to another unit with assistance and wish to add the abuser in the future, the RHA will request documentation to determine the abuser's eligibility, based on current policies.

26.4 MISCELLANEOUS HOUSING-RELATED FEES

When a funding source allows, the Housing Authority of the City of Redding may use the funding to pay for miscellaneous housing-related items intended to help lease up HCV tenants. These items may include items such as rental deposits, paying old housing-related debt, and landlord incentives. These examples are not exhaustive of the items that may be paid if the funding source permits.

27. AMENDMENTS

Minor amendments that do not result in a substantial or functional to the original intent of the Administrative Plan may be implemented by the Executive Director of the RHA without Board approval.

II. HCV PBV PROGRAM OVERVIEW

Project-based vouchers are a component of the HCV program. A PHA can attach up to 20 percent of its authorized voucher units to specific housing units if the owner enters into an assistance contract for specified units and for a specified term. For units that meet certain exception criteria, an additional 10 percent of units may be project-based. The PHA may refer families from its waiting list to the project owner to fill vacancies.

The RHA intends to utilize the project-based voucher option when it is financially prudent for the RHA and where it can demonstrate benefit to low-income families or the community. The program will have the following components:

1. GENERAL INFORMATION

A Housing Assistance Payments (HAP) contract will be executed between the project owner and the RHA. The RHA will make payments to the owner on behalf of low-income residents who are participants in the Project-Based Voucher (PBV) program.

1.1 PBV may be provided to existing units, new construction units or units to be rehabilitated at the Housing Authority's discretion.

1.2 No more than 20 percent of the total RHA authorized vouchers may be used for PBV (up to an additional 10% may be allocated if certain HUD criteria are met and at the Housing Authority's discretion).

1.3 The selection of a PBV site must be an appropriate option over tenant-based units. PBV must be consistent with the statutory goals of "deconcentrating poverty and expanding housing and economic opportunities".

1.4 No more than 25 percent of the units in any one building or project may be PBV, with an exemption of this cap provided for units specifically for elderly, disabled, or families receiving supportive services.

1.5 After a family has resided in a PBV unit for 12 months or more, the family may move out and receive a tenant-based voucher for rental assistance from the Housing Authority. If a voucher is not available, the family will be placed on the tenant-based waiting list, ahead of other applicants.

1.6 The PBV HAP contract term may be for up to 20 years, subject to available funding, which presently comes in one-year increments. Renewal or extension is at the sole option of the RHA.

1.7 Initial gross rents may not exceed 110 percent of the established Fair Market Rent at the time the HAP contract is executed. A lower percentage of Fair Market Rent may be designated by the RHA at any time.

1.8 All units must meet Housing Quality Standards before the initial leasing and at periodic intervals specified by the RHA thereafter.

1.9 The RHA may continue HAP to a unit that has been vacated for up to 60 days. If an eligible family does not rent a unit for more than 120 days, the RHA may terminate the HAP on the unit for the balance of the contract term.

1.10 Tenants for PBV units may come from the existing Housing Choice Voucher (HCV) waiting list. If the RHA does not refer a sufficient number of interested applicants to the owner within 30 days of the owner's notification to the RHA of a vacancy, the owner may advertise for or solicit applications from eligible very low-income families. The RHA may specify that the developer is to maintain a waiting list of applicants to be referred to the RHA for eligibility review.

1.11 Project-based voucher awards will be documented in an award letter from the Housing Authority to the developer. The award expiration date on the letter will be final unless the Executive Director of the Housing Authority issues a six-month extension.

2. SOLICITATION OF PROJECT APPLICATIONS

A newspaper advertisement will be published in a newspaper of general circulation as well as other media outlets. Applications by owners will be due to the RHA on the date and time specified in the notice.

3. RANKING OF PROJECT APPLICATIONS

Eligible applicants will be ranked according to the point criteria below. An application for more units than proposed by the RHA may be partially funded. In case of a tie score between applications, the allocation will be awarded to the project with the highest dollar amount of owner investment per unit.

Incomplete applications will be returned to the owner and will not be ranked. Applications that are for ineligible units, as described by HUD, will not be ranked or selected. Only applications received in response to the advertisement will be considered

3.1 SITE SUITABILITY

Points are awarded based on the site's suitability as a residence for a low-income person. Key factors will be proximity to services such as food stores, doctors, and schools; access to public transportation; safety for residents. The site must be located in the RHA's jurisdiction. 10 points.

3.2 DESIGN

Points are awarded for the suitability of the physical design of the project, as design pertains to the client group described below. Key factors are resident safety and cost efficiency. 10 points.

3.3 FEASIBILITY

Points awarded based on the strength of the project's financial feasibility. Key factors are the financing commitment, project marketability, readiness, project cash flow. 20 points.

3.4 REHABILITATION.

Points awarded based on the previous experience of the owner in administering rehabilitation of multi-family projects. Key factors will be experience with government oversight and Davis Bacon regulation. 20 points.

3.5 MANAGEMENT EXPERIENCE

Points awarded based on the previous experience of the owner in marketing and management of multi-family housing. 20 points.

3.6 EXTENT OF LEVERAGED FUNDS

Points awarded on the per-unit dollar expenditure of the rehabilitation project. Key aspect is the expenditure of significant funds on needed rehabilitation. 10 points.

3.7 CLIENT GROUP

The highest demand for rental assistance in the RHA's jurisdiction is by special needs populations. Points will be awarded based on the degree, to which this client group is served, and the owner's experience or expertise at doing so. 10 points.

4. PROJECT APPLICATION DETAIL

All owners desiring to be awarded Project-based vouchers should submit the following:

Note: Existing Units = E
New Construction = NC
Rehabilitation Construction = RC

4.1 PROJECT DESCRIPTION. Submit a description of the units to be rehabilitated, including: (E, NC, RC)

a. Number of units in each building in the project;

b. Number of units by size (square footage), bedroom ~~count,~~ and bathroom count;

c. Unit's plans;

d. Listing of the amenities; and

e. Number of units the owner wishes to project-base.

4.2 PROPERTY DESCRIPTION

A description of the property as is, and a description of the proposed rehabilitation clearly specifying work items, sketches of the rehabilitation or construction and estimated date of completion. (RC)

4.3 SITE CONTROL

Owner must show evidence of site control (deed, purchase contract, option). (NC,RC)

4.4 SITE DESCRIPTION

Owner must provide description of the proposed site, surrounding neighborhood and site plan. (NC)

4.5 EVIDENCE OF ZONING COMPLIANCE

If no evidence of site control exists, then evidence that rezoning is likely and will not delay the project. (NC,RC)

4.6 CENSUS TRACT INFORMATION

A statement of whether or not the units are in a census tract with poverty rates of less than 20 percent (E, NC, RC)

4.7 CONTRACT RENT

Proposed contract rent per unit, including an indication of which utilities, services, and equipment are included in the rent and which are not included. (E, NC, RC)

4.8 PROJECTED UTILITY COSTS

For each utility that is not included in the rent, an estimate of the average monthly utility cost for each unit type for the first year of occupancy. (E, NC, RC)

4.9 NUMBER OF VACANT UNITS

If applicable, the number of units that will be vacant at the time at start of contract. (E, RC)

4.10 CERTIFICATION OF NON-DISPLACEMENT

The owner must certify that no displacement of residents will occur as from units to be assisted, and information concerning any expected temporary relocation of site occupants. (E, RC)

4.11 TYPE OF FAMILIES TO BE HOUSED

A statement of whether the development would house the elderly, the disabled, or families**.** (E, NC, RC)

4.12 SUPPORT SERVICES

If applicable, the description of support services available to families who will live in the development. (E, NC, RC)

4.13 PARTICIPATION IDENTIFICATION

Identification of the following, including the names of officers, principal members, shareholders, and investors of each: (NC, RC)

a. Owner,
b. Developer,
c. Builder,
d. Architect,
e. Management agent,
f. Other participants, and
g. Other parties having a substantial financial interest in the Agreement or HAP contract or in any proceeds or benefits arising from the Agreement or HAP contract (e.g., consultants for the application, or implementation of the project).

4.14 QUALIFICATIONS OF PARTICIPANTS

Provide a summary of the qualifications and experience of the principal participants identified in paragraph 4.13. (NC, RC)

Disclosure of possible conflict of interest by any of the parties identified in paragraph 13 that would be a violation of the Agreement or HAP contract (e.g., parties who are RHA members, local officials, congressman). (E, NC, RC)

4.15 PREVIOUS PARTICIPATION

For projects (developments) in which 20% or more of the units will be subsidized, Form HUD-2530, completed in accordance with instructions for the principals such as the owner; developer, prime contractor; management agent, consultant; and architects and attorneys who have any interest other than an arms length fee

arrangement for professional services. The field office must supply these forms to RHA. (NC, RC)

4.16 PROJECT MANAGEMENT PLAN

Provide a copy of the owner's plan for managing and maintaining the units. (NC, RC)

4.17 FINANCING

Evidence of how the project will be financed. (NC, RC)

4.18 OTHER GOVERNMENT ASSISTANCE

Disclosure of other government assistance including tax credits. (E, NC, RC)

4.19 LOCAL OBJECTIVES DETAIL

Specify what local objectives as detailed in the RHA Plan the project meets. **(**E, NC, RC)

Be specific on how the project furthers the goal of deconcentrating poverty and expanding housing and economic opportunities.

4.20 PROPOSED HAP CONTRACT TERM **(**E, NC, RC)

5. FINAL SELECTION NOTIFICATION

The RHA will notify owners regarding the final selection of owners under the PBV program solicitation and make the records and documentation available to those concerned with the selection process. Project-based Voucher award letters will specify the length of time that a developer has to complete the designated criteria before the award expires. Project-based Voucher awards will not be extended beyond the initial time frame. A new application for the same project may be submitted during a future Request for Proposal. All projects must be substantially the same as originally proposed in order to be funded.

6. SUPPORTIVE SERVICES

At times, the RHA may require supportive services as a requirement of the PBV project. Supportive services are those services provided by the owner or in collaboration with non-profit provider that provide defined services such as transportation, childcare, dependent care, and needs-related payments that are necessary to enable an individual for successful completion of a process, program or project. Specific required supportive services, if necessary, will be determined at time of application by an owner to the PBV program.

7. ACCESSIBILITY STANDARDS

For new construction and rehabilitation housing, the project must meet accessibility standards prior to construction based on architectural plans and specifications. Once construction is completed, the accessibility standards will be confirmed to be in conformity with the plans and affirmed by housing staff that the project meets accessible requirements.

8. ADDITIONAL LOCAL REQUIREMENTS

Any additional local requirements or changes to the ranking criteria will be published in the solicitation for PBV applications.