

Youngstown Metropolitan Housing Authority  
Administrative Plan for the  
Housing Choice Voucher Program  
Homeownership Program and  
Project Based Voucher Program  
2019

Youngstown Metropolitan Housing Authority  
131 West Boardman Street  
Youngstown, Ohio 44503

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**Section I. Introduction**

This administrative plan has been prepared by the Youngstown Metropolitan Housing Authority (YMHA) in conformance with the requirements of 24 CFR 982.54.

The plan sets forth YMHA’s policies for the administration of the program in accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD). Those requirements are incorporated by reference as follows:

- 24 CFR 5      Definition of Income, Income Limits, Rent and Reexamination of Family Income for the Section 8 Housing Assistance Payments Programs and Related Programs; Restrictions on Assistance to Non-Citizens; One-Strike Screening and Eviction for Drug Abuse
  
- 24 CFR 982    Tenant Based Housing Choice Voucher Program
  
- 24 CFR 983    Project Based Voucher Assistance
  
- 24 CFR 984    Section 8 and Public Housing Family Self-Sufficiency Program

The plan is presented in the sequence in which events usually occur in the Housing Choice Voucher program process. It is intended only, however, to establish local policies for administration of the program and should not be considered an exhaustive treatment of the procedures by which these policies are implemented.

**Section II. Applications and Waiting List Management**

A. Purpose

YMHA’s Waiting List for the Tenant-Based Housing Choice Voucher Program will remain closed until such time as YMHA determines the number of applicants remaining on the list is insufficient to provide all the applicants needed for the next 12 months. The number determined to be needed will be based on the number of vouchers available or expected to become available over the next twelve months, the experience of the YMHA regarding the number of applicants who are expected to successfully complete the process of establishing their eligibility and the number of eligible applicants who are expected to successfully lease units under the Tenant-Based Housing Choice Voucher Program.

B. Opening the Waiting List

1. At such time as YMHA determines that the Waiting List will be open for applications, public notice of the opening will be made in the local newspapers and through other media as determined necessary to reach potentially eligible households not otherwise likely to apply.

2. The public notice will state the manner in which preliminary applications will be available. YMHA has elected to receive preliminary applications only via a secure website designated by YMHA.
3. The notice will advise prospective applicants that applications will be selected for processing on the basis of a lottery and that all applications received prior to the closing date will have an equal chance of being selected. Applicants placed on the Waiting List will be notified by mail.
4. YMHA will offer to place applicants on other open Waiting Lists, if the other programs includes units suitable for the applicant.
5. YMHA will assign one preference point for families who have a child under the age of six with an elevated blood lead level. YMHA follows the Centers for Disease Control and Prevention reference level guidelines.
6. YMHA will assign two preference points for families who are homeless. YMHA determines homelessness according to the most recent definition per the Department of Housing and Urban Development.
7. YMHA will assign three preference points for families whose Head of Household or Co-Head is a veteran of any United States military branch.
8. YMHA will keep the Waiting List open and provide a preference for YMHA public housing residents who must relocate due to exigent health and safety conditions that cannot be remediated within 60 days.
9. YMHA will keep the Waiting List open and provide a preference for YMHA public housing residents displaced by approved demolition or disposition where they currently reside.
10. YMHA will keep the Waiting List open for referrals from the local Mahoning County Children's Services for individuals who have aged out of foster care.

C. Processing Preliminary Applications

1. The method of selection for the waiting list must leave a clear audit trail that can be used to verify that applicants have been selected according to the administrative plan and procedures. YMHA will conduct a lottery to determine placement of the pre-applicants on the waiting list.
2. The number of applications drawn will not exceed the number of applicants likely to be offered vouchers over the next 24 months. Applicants whose applications are not drawn must apply again when the Waiting List is reopened.

3. Applicants whose applications have been drawn will be placed on the waiting list in order of the lottery number.
4. All applicants placed on the waiting list will be notified, in writing, of the lottery number assigned to their application. The notice will further advise applicants that it is their responsibility to notify YMHA, in writing, if their address changes. If any notice, request for additional information or appointment letter to the applicant is returned as undeliverable, the applicant will be dropped from the waiting list.

#### D. Maintaining the Waiting List

1. YMHA uses one Waiting List for admission to its tenant-based voucher program. Except for Special Admissions, applicants will be selected from the YMHA tenant-based Waiting List in accordance with policies and income targeting requirements defined in this Administrative Plan.
2. In accordance with the Quality Housing and Work Responsibility Act of 1998 and HUD requirements, each fiscal year YMHA will reserve a minimum of 75% of its New Admissions for families whose income does not exceed 30 percent of the area median income or the federal poverty level. HUD refers to these families as “extremely low income families”. Where necessary to meet this requirement, YMHA may skip applicants on the Waiting List until the first extremely low income family is reached.
3. When HUD awards special funding for certain family types, families who qualify are placed on the regular Waiting List. When a specific type of funding becomes available, the Waiting List is search for the first available family meeting the targeted funding criteria. YMHA currently has Non-Elderly Disabled vouchers for those individuals who were denied housing at a YMHA development due to not meeting an age requirement to reside in the building.
4. The waiting list will be purged annually by a mailing to all applicants. The mailing will ask for confirmation of continued interest. If an applicant does not respond, in writing, within fourteen days of the date of the notice, the applicant's name will be removed from the waiting list. An extension to respond will be granted if requested and needed as a reasonable accommodation for a person with a disability. If an applicant does not respond to YMHA's request for information or updates because of a family member's disability, YMHA will reinstate the applicant in the family's former position on the waiting list. If an applicant is removed from the waiting list for failure to respond, they may not be entitled to reinstatement unless the HCV Director determines there were circumstances beyond the applicant's control. Decisions will be rendered on a case by case basis.
5. In the event that an applicant on the Waiting List should become deceased, the position on the Wait List will be lost and will not be transferred to another family member.

### **Section III. Eligibility and Verification of Family Circumstances**

#### **A. Applicant Selection**

YMHA accepts applications only from families whose head is at least 18 years of age or an emancipated minor under State law. Eligibility factors will be verified prior to voucher issuance. The following factors determine eligibility:

- Family composition
- Income Limits
- Disclosure of social security numbers
- Citizenship or non-citizen with eligible immigration status
- Consent to collect information by YMHA
- Prior history with YMHA or other HUD housing programs
- Drug related or violent criminal activity as well as sex offender background checks.

The applicant must qualify as a family. A family may be a single person or a group of persons. A family includes:

- A family with or without a child or children
- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs
- Two or more elderly or disabled persons living together
- One or more elderly, near elderly or disabled persons living with one or more live-in aides

#### **Head of Household**

The Head of Household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent and has the legal capacity to enter into a lease under State/Local law. Spouse means the husband or wife of the head. A co-head is an individual in the household who is equally responsible for the lease with the Head of Household. A family may not include a spouse and a co-head. A co-head never qualifies as a dependent. A family may not designate an elderly family member as head of household solely to qualify the family as an Elderly household.

#### **Live-In Aide**

A family may include a live-aide. A live-in aide may be allowable if it's determined by YMHA to be essential to the care and well being of an elderly, handicapped or disabled family member; is not obligated for the support of the elderly, handicapped or disabled member; would not be living in the unit except to provide care of the elderly, handicapped or disabled family member; and, their income will not be counted for purposes of determining eligibility or rent contribution.

A live-in aide with a child is not qualified as a live-in aide since the child is not needed to attend the elderly, handicapped or disabled individual. Live-in aides cannot be the remaining members of the family's family if the person they are attending is no longer a participant in the Housing Choice Voucher Program. YMHA will send a third-party verification to a reliable medical source familiar with the family to determine if a live-in aide is essential.

### **Family Splits on the Waiting List**

When a family on the Waiting List splits into two otherwise eligible families due to divorce or legal separation and the new families both claim the same placement on the Waiting List, YMHA will make a decision based on the following factors:

- Court determination
- Head of Household
- Which family member retains the children or any disabled or elderly member
- Incidence of domestic violence
- Recommendations of social service agencies or other qualified professionals

Children who are subject to a joint custody agreement but live with the parent who is receiving or will receive assistance at least 51% of the time will be considered members of the household. Fifty-one percent of the time is defined as 183 days of the year; those days do not have to run consecutively. When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent. If the children are not of school-age, tax records will be reviewed to determine who claimed the child(ren).

### **B. Eligibility Interview**

1. Applicants on the Waiting List will be notified by mail of an appointment date and time when their position on the list has been reached. An applicant who fails to attend the first appointment will be afforded a second and final opportunity to complete the necessary application. Failure to attend a second appointment will render the application ineligible. Applicants will have the opportunity to request an Informal Review.
2. All adult family members are required to attend the interview and complete the necessary forms and certifications required by HUD and YMHA. Reasonable accommodation will be made for persons with a disability. A designee will be allowed to participate in the interview process, but only with the permission of the person with a disability. Applicants with disabilities may request that the interview be conducted in their home or at some other convenient location if the nature of their disability is such that they cannot reasonably be expected to come to YMHA's office.
3. YMHA conducts the initial interview to discuss family circumstances in greater detail, to clarify information that has been provided by the family and to ensure that the information is complete. Information about the program, verification process and other needs of the family are discussed. The family is also advised of any other services YMHA provides.
4. Applicants must provide birth certificates, disclose social security numbers and provide legal identification. Originals must be provided of birth certificates and social security numbers. Any other documents provided by the family must be dated within sixty days of the appointment.

5. YMHA will check applicant names against its financial records to determine whether the applicant has any past due debt owed to YMHA. Any debt owed must be paid in full before an application will be processed.
6. A letter will be sent to the applicant advising that the debt must be paid in full before his/her application can be processed. Applicants will have thirty (30) days to pay the debt. Failure to pay the debt within the required time frame will result in the application being withdrawn.
7. Information provided by the applicant will be verified in accordance with federal requirements. If additional information or documents are required, the family will be given fourteen days to provide the requested information. If the information is not provided in the time period (subject to a reasonable accommodation) YMHA will mail the family a notification of denial of assistance. The family will be given an opportunity for an Informal Review.
8. Written notification of eligibility will be mailed to the applicant by first class mail or distributed to the applicant in the manner requested as a reasonable accommodation.

### C. Conducting the Eligibility Interview

Applicants must complete a full application form. The application must be signed by all adult members of the household. Applicants must provide originals of birth certificates and disclose social security numbers for all members of the household.

### **Mandatory Disclosure of Social Security Numbers**

All applicants and participants (including each member of the household) are required to disclose his/her assigned Social Security Number. Acceptable evidence of the SSN consists of:

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

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

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

YMHA will explain to the applicant or participant family why the document(s) are not acceptable and request the family to obtain acceptable documentation of the SSN and submit it to YMHA. Individuals without an assigned Social Security Number must make such declaration in writing and under penalties of perjury to YMHA. The declaration will be maintained in the applicant or participant file.

An applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one additional 90-day period will be granted if YMHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant. For example, an applicant may be able to demonstrate timely submission of a request for an SSN, in which case processing time would be the cause of the delay.

### **Family Composition**

Applicants will be required to provide third-party documentation of the family composition. YMHA considers that the following qualify as a "family":

- Two or more persons living together, related by blood, marriage or operation of law;
- Two or more unrelated persons showing evidence of a relationship that has existed over time, shows assets are available for the use of the family;
- An elderly, disabled or handicapped person;
- A person displaced by governmental action;
- The remaining eligible member of an assisted family
- A family with or without a child or children
- Two or more elderly or disabled persons living together
- One or more elderly, near elderly or disabled persons living with one or more live-in aides

### **Third – Party Verification and Consent Forms**

Applicants will be required to provide third-party verification of their income in the form of computerized awards letters for income received from government sources such as Temporary Assistance to Needy Families (TANF), court-awarded child support, Social Security, Supplemental Security Income, Unemployment compensation and any other income received on a regular basis. Applicants must also provide pay stubs and/or letter from employer on company letterhead detailing employment income. Any release forms must be signed by all adult family members.

Applicants who wish to receive deductions for medical, child care and/or disability expenses will be required to provide third-party verification of expenses. YMHA will also request release forms and verify by third-party means.

Applicants may claim as dependents children under the age of 18 and full-time students 18 – 21 attending traditional education institutions, as well as those enrolled in full-time vocational training. YMHA will verify full-time student status by third-party means.

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, YMHA will endeavor to screen all members of the applicant family who are 18

years of age or older as thoroughly and fairly as possible for drug related and violent criminal behavior. YMHA will conduct a criminal history check on each member of an applicant household 18 years of age or older. Applicants will be required to sign consent forms for the criminal history check. Any applicant who refuses to sign a consent form will be denied admission to the Housing Choice Voucher Program.

D. Income Targeting

1. Notwithstanding any of the above, YMHA is required to ensure that at least 75% of the applicants admitted to the Housing Choice Voucher Program during each fiscal year are Extremely Low-Income (ELI) households with incomes below 30% of the median income for the Youngstown Metropolitan Area.
2. This targeting requirement does not apply to low-income households that are continuously assisted under the 1937 Act or the low-income or moderate-income households that are displaced from eligible low-income housing as a result of the prepayment of a mortgage or voluntary termination of an insurance contract.
3. YMHA will monitor the number of Extremely Low-Income Households, and the number of Low- and Very-Low-Income Households admitted monthly and will make any necessary adjustments to the selection process described above to ensure that this targeting requirement is met.

E. Denial of Assistance

If a family is determined by YMHA to be ineligible based on the information provided and verifications received, YMHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform the applicant of their right to request an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

YMHA will determine the following applicants ineligible for participation in the Housing Choice Voucher Program:

- Any applicant and/or household member who has committed violent or drug-related criminal activity within three years of the eligibility determination. YMHA will make its decision regarding the eligibility of the applicant based on the preponderance of evidence that a member of the household has engaged in such activity.
- Any applicant who previously participated in the Housing Choice Voucher Program and was terminated due to violations of their obligations as participants in the program or evicted from their unit within the past 3 years.
- Any applicant who has been evicted from federally assisted housing within the last three years.

- If a member of the family has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program at any time.
- Any applicant or household member who currently owes rent or other amounts to YMHA or to another PHA in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act.
- Any applicant or household member who currently owes a debt to any other subsidized housing program.
- Any applicant or family member was involved with the manufacturing or production of methamphetamine on the premises of any federally assisted housing at any time.
- YMHA will deny the eligibility of an applicant (including each member of the household required to disclose his/her SSN, if the family does not disclose a SSN and/or provide documentation of such SSN.
- Any applicant or family member who fails to sign consent forms necessary to determine eligibility or continued participation.
- In the event the PHA receives unfavorable information with respect to an application, consideration must be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). In a manner consistent with its policies, PHA may give consideration to factors which might indicate a reasonable probability of favorable future conduct.
  - The seriousness of the case, especially with respect to how it would affect other residents
  - The effects that denial of admission may have on other members of the family who were not involved in the action or failure.
  - The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities.
  - The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.
  - Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs. In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.

The PHA will require the applicant to submit evidence of the household member's current participation in successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

- YMHA will not provide housing assistance to an applicant household unless at least one member of the household has established eligible citizenship status. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of

ineligible members. Assistance to households with one or more members who do not have eligible citizenship status will be pro-rated based on the number of persons in the household for whom eligibility has been established. Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who are actually eligible. Calculations are performed on the HUD-Form 50058.

- For citizens, YMHA will accept as evidence of eligible citizenship status a signed declaration of citizenship for each household member. For non-citizens 62 years of age and older, YMHA will accept a signed declaration of eligible immigration status and proof of age. For other non-citizens, YMHA requires a signed declaration of eligible immigration status, one of the Immigration and Naturalization Service documents referred to in 24 CFR 5.506 and a signed verification consent form.

#### F. Informal Reviews

1. When an applicant for the Housing Choice Voucher Program is determined ineligible for assistance, YMHA will notify the applicant in writing. The notice will state the reason for YMHA's decision, and that the applicant may request an informal review, in writing, within 14 days of the date of the notice.
2. When an applicant requests an informal review, YMHA will schedule the review within 21 days and notify the applicant of the time and place that the review will be held. The review will be conducted by a person designated by the Executive Director. The applicant may present his/her case orally or in writing, and may provide additional information to support his/her claim. Within 14 days of the review, YMHA will notify the applicant in writing of its final decision, including a brief statement of the reasons for the final decision.

### **Section IV. Issuing Vouchers**

#### A. Subsidy Standards

1. Eligible families will be issued vouchers based on YMHA's subsidy standards as follows:
  - a. A single person, a couple or two adults will receive a one-bedroom voucher.
  - b. A family with children will receive a voucher that will allow one bedroom for the parent or parents and one for every two children. Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children 4 years of age and younger). Children under age eighteen of the same gender within five years of each share a room. YMHA will not require more than two persons to share a bedroom.

- c. Persons of different generations and unrelated adults should be allocated a separate bedroom.
  - d. An additional bedroom will be allowed for a live-in aide approved by YMHA to live in the unit to care for a family member who is elderly or disabled. No additional bedrooms are provided for the attendant's family.
  - e. Families with at least one member who is elderly, disabled, or handicapped may be given a larger voucher if YMHA determines that the age, health or handicap of the member warrants the use of a larger unit size.
  - f. A child who is temporarily away from home because of placement in foster care is considered a member of the family in determining the family unit size.
  - g. Foster children will be included in determining unit size only if they will be in the unit for more than six months.
  - h. A pregnant woman (with no other persons) will be treated as a two-person family.
  - i. Space may be provided for a child who is away at school but who lives with the family during school recesses.
2. YMHA shall grant exceptions from the subsidy standards if the family requests and YMHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances. YMHA will grant an exception upon request as an accommodation for persons with disabilities.
  3. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need such as: a) verified medical or health reason b) elderly persons or persons with disabilities who may require a live-in attendant. Requests based on health related reasons must be verified by a physician, medical professional and/or social service professional.
  4. YMHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody.
  5. The voucher size is determined prior to the briefing by comparing the family composition to YMHA's subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of YMHA subsidy standards, the above referenced guidelines will apply.
  6. All household members must be approved by YMHA. An assisted family must obtain approval of any additional family member prior to the new member occupying the unit. Members may only be added by birth, adoption, marriage or court awarded custody. In this case the family must report, in writing, to YMHA within 30 days of the change. The above referenced guidelines will apply.

7. Should a unit not meet HUD Housing Quality Standards space standards due to an increase in family size, (unit too small),YMHA will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.
8. The family may select a different size dwelling unit than that listed on the voucher. The payment standard for a family shall be the lower of: a) the payment standard amount for the family voucher size b) the payment standard amount for the unit size rented by the family. The utility allowance used to calculate the gross rent shall be the lower of (1) The utility allowance amount for the family unit size; or (2) the utility allowance amount for the unit size of the unit rented by the family. Housing Quality Standards allow two persons per living/sleeping room.

## B. Briefings

1. YMHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, YMHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, YMHA procedures and how to lease a unit.
2. A full HUD required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups. Families who attend group briefings or meetings and still have the need for individual assistance will be accommodated. Briefings will be conducted in English. Other accommodations will be provided upon request.
3. The purpose of the briefing is to explain how the program works. The briefing packet documents are also explained to families so they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.
4. YMHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval of YMHA, will have their assistance denied. They will have an opportunity to request an Informal Review.
5. YMHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required as a reasonable accommodation.

6. The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements.
7. The briefing will include an explanation of where a family can live, and how portability works.
8. If the family is currently living in a high poverty area in YMHA's jurisdiction, the advantages of moving to an area that does not have a high concentration of poor families will be explained.
9. YMHA requires non-resident applicants to lease within YMHA's jurisdiction during the initial 12 months of participation in the voucher program.
10. All voucher holders will receive a Family Packet, which includes all information required by 24 CFR 982.301 (b).
11. During the briefing session, the head of household will be issued a voucher, which represents a contractual agreement between YMHA and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and Housing Assistance Payment contract have been executed.

C. Term of the Voucher

1. Vouchers are issued for a term of ninety (90) days. No further time will be allotted.
2. The family must submit a Request for Tenancy Approval (RFTA) within the 90-day period. If the voucher has expired the family will be denied assistance. The family will not be entitled to a review or hearing.
3. If the family is currently assisted (mover), they may remain as a participant in their current unit if there is an assisted lease/Housing Assistance Payment contract in effect. If the family is a current participant and was issued a voucher at a time when they moved from an assisted unit, vouchers will be issued for a term of ninety (90) days.
4. YMHA will provide 120 days for applicants with disabilities to utilize their voucher to find suitable housing. No further extensions will be given.
5. Request for Tenancy Approvals are accepted at any time during the initial 90-day term for applicants. YMHA will suspend the term of the voucher from the date that the family submits a request for approval of the tenancy until the date the YMHA notifies the family in writing whether the request has been approved or denied. If, after the initial or follow-up inspection, the unit is approved, a Housing Assistance Payment contract is executed on behalf of the family.

6. Families who require additional assistance during their search may contact YMHA to request assistance. Voucher holders will be notified at the briefing session that YMHA periodically updates the list of available units and how the updated list may be obtained. YMHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

D. Assistance to Families Subjected to Illegal Discrimination

1. Families who believe that they have been subjected to illegal discrimination during their search for housing are directed to report the occurrence to YMHA. YMHA, in conjunction with the City of Youngstown's Fair Housing representatives, will investigate the complaint and take whatever action is determined appropriate.
2. Families who have been subjected to illegal discrimination, and have reported the occurrence to YMHA, will be eligible to receive an extension. The term of the voucher extension will not exceed 90 days.

**Section V. Leasing Units**

A. Owner Requests for Information

1. Owners who contact YMHA to request information regarding a voucher holder will be given the family's current address as shown in the authority's records and the name and address, if known, of the landlord at the family's current and prior address. No other information regarding the family will be given to any prospective landlord. Only the HCV Director may provide this information to the owners.
2. YMHA will inform owners of their responsibility for screening voucher holders to determine their suitability for tenancy. Factors such as payment of rent and utility bills, care of a leased unit, criminal activity and respect for the rights of others may be considered.
3. YMHA will give each family a statement of the YMHA policy on providing information to owners. The statement shall be included in the information packet that is given to the family at the briefing.

B. Request for Tenancy Approval

1. After families are issued a voucher, they may search for a unit anywhere within YMHA's area of jurisdiction or outside of YMHA jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner who is willing to enter into a Housing Assistance Payments Contract with YMHA.
2. The family must submit the Request for Tenancy Approval and a copy of the proposed lease, including the HUD prescribed tenancy addendum, during the term of

the voucher. YMHA will not permit the family to submit more than one RFTA at a time.

3. YMHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and state and local law. The head of household also must have legal capacity to enter into a lease agreement under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval.
4. An owner is not required to but may collect a one-time security deposit from the participant. Security deposits charged by owners may not exceed those charged to unassisted tenants. For lease in place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.
5. The lease must specify a) the names of the owner and tenant, b) the address of the unit rented (including apartment number, if any), c) the amount of the monthly rent to owner, d) the utilities and appliances to be supplied by the owner and the utilities and appliances to be supplied by the family. The HUD prescribed tenancy addendum must be attached or included in the lease word for word before the lease is executed. The lease must include the Lead Warning Statement and disclosure information required by 24 CFR35.92(b).
6. All of the following must be completed before the beginning of the initial term of the lease for a unit: a) YMHA has inspected the unit and has determined that the unit satisfies Housing Quality Standards (HQS), b) YMHA has determined that the rent charged by the owner is reasonable, c) the owner and the tenant have executed the lease, including the HUD prescribed tenancy addendum, d) YMHA has approved leasing of the unit in accordance with program requirements, e) when the gross rent exceeds the applicable payment standard for the family, YMHA must determine that the family share will not exceed 40% of the family's monthly adjusted income.
7. Participants and owners will be advised of the prohibition of illegal side payments for additional rents, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease. The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction. Assistance may be denied or terminated if sufficient evidence is presented indicating the occurrence of illegal side payments.
8. Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by YMHA. Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement. The family must have the option of not utilizing the service, appliance or other item. If the family and owner have come to a written

agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by YMHA. If agreements are entered into at a later date, they must be approved by YMHA and attached to the lease.

9. YMHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.
10. When a family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any changes, YMHA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

#### C. Housing Types

1. Generally, for inclusion in the voucher program, the unit must have a living room, a kitchen and a bathroom for the exclusive use of the family, and must be able to be used and maintained without unauthorized use of other private properties. YMHA will not approve the use of co-op housing, shared housing, congregate housing, group homes or single room occupancy units in its voucher programs, unless the use of such housing is necessary to provide reasonable accommodation for a person with disabilities.
2. YMHA may not approve a voucher holder to lease a unit, a) which is receiving project-based Section 8 assistance or any duplicative rental subsidies, b) a nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services, c) colleges or other school dormitories, d) on the grounds of penal, reformatory, medical, mental and similar public or private institutions, e) occupied by its owner or by a person with any interest in the unit.

#### D. Housing Choice Voucher Program Rents

1. YMHA will not approve for inclusion in the voucher program units whose contract rent exceed the rent for comparable unassisted units in the market area (rent reasonableness).
2. YMHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by owner for a comparable unassisted unit in the building or premises. By accepting each monthly housing assistance payment from YMHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

3. The owner is required to provide YMHA with information requested on rents charged by the owner on the premises or elsewhere. At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by YMHA.
4. If a proposed contract rent is not reasonable, at the family's request, YMHA will make attempts with the owner to reduce the rent to a reasonable rent. If the family's share of rent would be more than 40% of their adjusted monthly income, YMHA will negotiate with the owner to reduce the rent to an affordable amount for the family. During the initial term of the lease, the owner may not raise the contract rent.
5. If the rent can be approved after negotiations with the owner, YMHA will continue processing the Request for Tenancy Approval and lease. If the revised rent involves a change in the provision of utilities, the family must submit a new RFTA. If the owner does not agree to the rent proposed, YMHA will inform the family and owner that the lease is disapproved.
6. YMHA will re-determine the reasonableness of rent before implementing any increase in rent to owner and if there is a five percent or more decrease in the published Fair Market Rent in effect 60 days before the contract anniversary (for the actual unit size) as compared with the FMR in effect one year before the contract anniversary.
7. YMHA must re-determine the reasonableness of rent if directed by HUD and based on a need identified by YMHA's auditing system. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined by YMHA.
8. YMHA will contract annually for a survey of private market rents in its determination of rent reasonableness. The survey will include typical contract and gross rents (contract rents plus YMHA's allowance for tenant-paid utilities, if any) for a representative sample of units of each housing type and size, in each of the areas within its jurisdiction that YMHA has determined constitutes a distinct market area.
9. In establishing the reasonable rent for a unit proposed for inclusion in the program, YMHA will also consider the quality and age of the unit to be leased, and the amenities, housing services and maintenance provided by the owner.
11. The process used to determine rent reasonableness will be documented in each participant file.

E. Affordability

1. Notwithstanding any determination that the rent requested by an owner is reasonable, YMHA will not execute a HAP contract for any new unit in which the family would be required to pay more than 40% of adjusted income for rent and utilities.

F. Denial of Owner Participation

1. YMHA may, at its administrative discretion, refuse to enter into a new Housing Assistance Payment (HAP) contract with an owner for any of the following:
  - a. HUD has informed YMHA that the owner has been disbarred, suspended, or subject to a limited denial or participation under 24 CFR.
  - b. HUD has informed YMHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
  - c. HUD has informed YMHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.
  - d. The owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. YMHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
  - e. The owner has violated obligations under a housing assistance payment contract under Section 8 of the 1937 Act (42U.S.C. 1437f).
  - f. The owner refuses (or has a history of refusing) to evict families for drug related or violent criminal activity, or activity that threatens the health, safety or right of peaceful enjoyment of premises by tenants or of residences by neighbors.
  - g. The owner has a history or practice of non-compliance with HQS or of otherwise failing to comply with obligations under a Housing Assistance Payment contract.
  - h. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
  - i. The owner has engaged in drug trafficking.
  - j. The owner has a history or practice of renting units that fail to meet State or local housing code.
  - k. The owner has not paid State or local real estate taxes, fines or assessments.

- l. The owner has not properly registered rental units with any local government entity as required.
- m. The owner has engaged in or threatened abusive or violent behavior toward YMHA personnel.

If YMHA disapproves an owner, immediate notice will be given to the owner including the reason for disapproval.

#### G. Initial Inspections

1. YMHA will inspect each unit for compliance with HUD's Housing Quality Standards (HQS) within fourteen days of the approval of the Request for Tenancy Approval. YMHA will use the Initial Inspection to document the current condition of the unit and for determination of rent reasonableness.
2. All units proposed for inclusion in the Housing Choice Voucher Program must be in compliance with Housing Quality Standards prior to the beginning of the Housing Assistance Payments Contract (HAP). The unit must also meet additional inspection standards as defined in the YMHA Administrative Plan. Units must be in rental ready condition at the time of the Initial inspection.
3. If the proposed unit does not meet HQS, YMHA will notify the owner in writing what repairs must be made to bring the unit into compliance and a due date for repairs. The owner will be advised in writing that repairs must be completed within 30 days, or of any earlier date indicated by YMHA.
4. If the repairs are not made within the required time frame, the unit will not be approved for inclusion in the program and the voucher holder will be advised to look for another unit, if time remains on the voucher.
5. Inclement weather shall be reason for allowance of a weather deferment extension, only if the inclement weather is of enduring length of time. The YMHA shall establish a date in which one could reasonably expect exterior painting to be completed. The weather deferment extension period will be from November 1 to May 1. A reinspection will automatically be scheduled.
6. Properties are subject to a clearance inspection when the property meets the following criteria: A child under 6 years old resides in the unit, the unit was constructed prior to 1978, defective paint is found above the de minimus level during an initial or annual inspection or upon being notified by a public health department or other medical health care provider that a child less than 6 yrs of age has been identified as having an environmental intervention blood lead level. An environmental investigation will be conducted according to the Lead Safe Housing Rule requirements.

## H. Housing Assistance Payment Contracts

1. YMHA prepares the Housing Assistance Payment Contract for execution. The family and the owner will execute the lease agreement, and the owner and YMHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. YMHA will retain a copy of all signed documents.
2. YMHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be issued until the contract is executed.
3. When the HAP contract is executed, YMHA begins processing payments to the landlord. The HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Payments are disbursed to the owner on the first business day of the month. Should the first fall on a Saturday, Sunday or holiday, payments will be issued the next working day.
4. Owners that do not receive their payment may request another payment in writing. This involves an administrative fee of \$10.00. Any stop payment fee is determined by the local bank.
5. Excess payments to the owner must be returned immediately. Owners who do not return excess payments will be subject to removal from the program or other penalties.
6. Owners must provide the following: a) current street address, b) employer identification number or social security number, c) proof of ownership, if requested by YMHA, d) telephone numbers, e) legal photo identification. In addition, any community within YMHA's jurisdiction requiring landlords to register the unit as a rental with the local community, will be required to provide proof of their registration. Owners having a property manager/agent will be required to submit this information in writing, along with a copy of the management agreement.
7. The HCV Director is authorized to execute contracts on behalf of YMHA.
8. A change in utility responsibility will require a new Housing Assistance Payment Contract and lease to be executed.
9. The utility allowance is intended to cover the cost of utilities not included in the rent. Allowances are not based on an individual family's actual energy consumption. YMHA's utility allowance schedule includes utilities and services necessary in the locality to provide housing that complies with housing quality standards. Where the calculation results in a utility reimbursement payment due the family, YMHA will

provide payment via direct deposit or debit card each month directly to the participant. YMHA does reserve the right to send the utility reimbursement directly to a utility provider.

## **Section VI. Factors Related to Total Tenant Payment, Family Share Determination and Occupancy**

YMHA will use the method as set forth in this Administrative Plan to verify and determine that family income, allowable deductions and expenses at admission and at annual recertification is correct. The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

### **A. Annual Income**

1. Income includes all monetary amounts that are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be included and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted.
2. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD.
3. Annual income is defined as all amounts, monetary or not, that go to, or are given on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; are anticipated to be received from a source outside the family during the 12 month period following admission or annual recertification effective date; and amount derived (during a 12 month period) from assets to which any member of the family has access. Annual income is used to determine whether or not applicants are within the applicable income limits.
4. Annual income includes, but is not limited to:
  - a. The full amount, before any payroll deductions, of wages, salaries, and other compensation for personal services.
  - b. Net income from operation of a business or profession.
  - c. Interest, dividends and other net income of any kind from real or personal property.
  - d. The full amount of periodic payments (e.g., social security, annuities, pensions, disability or death benefits) not specifically excluded.
  - e. Payments in lieu of wages, salary or other earnings (e.g., worker's compensation, unemployment) not specifically excluded.
  - f. Welfare assistance.
  - g. Periodic determinable allowances such as alimony and child support payments (i.e., amount awarded by the court unless evidenced by third party documentation to the contrary) and regular contribution from non lease members.

- h. All pay and allowances from the armed forces, not specifically excluded (e.g., hostile fire allowance).
5. Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment. Any contribution or gift received for a period of 3 months or more will be considered a "regular" contribution or gift. Any monetary gift received by a participant or applicant should be documented with receipts or cancelled checks. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.
6. Regular alimony and child support payments are counted as income for calculation of total tenant payment. YMHA will use the amount awarded by the court unless the family verifies that they are not receiving the full amount awarded. Verification from the agency responsible for enforcement or collection is acceptable. "Regular" payments is defined as receiving payments for at least three consecutive months at the time of verification.
7. Lump sum additions to family assets such as inheritances, insurance payments (health and accident insurance and worker's compensation) capital gains, and settlement for personal or property losses, are not included in income but may be included in assets. Lump sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset.
8. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments, which are deferred due to delays in processing. YMHA will calculate prospectively if the family reported the payment within 30 days and retroactively to date of receipt if not.
9. Contributions to company retirement/pension funds are handled as follows: While an individual is employed, YMHA will count as assets only amounts the family can withdraw without retiring or terminating employment. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.
10. YMHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. YMHA will count the difference between the market value, less expenses such as broker fees, penalties, etc., and the actual payment received in calculating total assets. If the total value of assets disposed of within a two year period is less than \$1000, they will not be considered an asset.
11. Assets disposed of as a result of foreclosure, bankruptcy, divorce, or separation are not considered to be assets disposed of for less than fair market value.
12. The annual income derived from the sources identified above must be calculated for the family head of household and the spouse, and for each additional member of the family

listed on the application and lease 18 years of age or older. Incomes from family members permanently absent are not counted for purposes of family size or income determination. When YMHA is notified of a permanent absence, after unit lease up, the event may result in an income re-determination and subsidy modification.

## B. Excluded Income

Annual income excludes the following:

- a. Income from the employment of family members under the age of 18.
- b. Payments received for the care of foster children or adults.
- c. Lump sum additions to family assets such as inheritances, insurance payments, etc.
- d. Payments received by the family for the cost of medical expenses.
- e. Income of a live-in aide.
- f. Full amount of student financial assistance.
- g. Special pay of family members serving in the Armed Forces exposed to hostile fire.
- h. Amounts received under training programs funded by HUD, including stipends that do not exceed \$200 per month.
- i. Temporary, nonrecurring, or sporadic income.
- j. Reparation payments paid pursuant to claims filed under nazi persecution.
- k. Full time student earnings in excess of \$480 for each non head of household or spouse family member.
- l. Adoption assistance payments in excess of \$480 per child.
- m. Lump sum payment of deferred periodic payments of supplemental security income.
- n. Refunds or rebates under state or local law for property tax paid on the dwelling unit.
- o. Amounts paid on behalf of a developmentally disabled member to keep member at home.
- p. Amounts specifically excluded by Federal statute for determination of housing assistance.

## C. Adjusted Income/Mandatory Deductions

Adjusted income is defined as the determined annual income after making the following mandatory deductions:

- Dependent Allowance: \$480 each for family member (other than the head or spouse) who is a minor, full time students who are 18 or older and disabled family members.
- Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.
- Allowable Medical Expenses: The sum of the following (to the extent that the sum exceeds 3% of annual income): un-reimbursed medical expenses of any elderly or disabled family; un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the to be employed, this allowance may not exceed the earned income received by family members who are 18 years of age and older who are able to work because of such attendant care or auxiliary apparatus. YMHA will use IRS Publication 502 as guidance for medical expenses.

- Child Care Expenses: Deducted for the care of children under the age of 13 when child care is necessary, reasonable and customary to allow an adult member to work, attend school or actively seek employment.
- Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

#### D. Earned Income Disallowance

Disallowance of earned income from rent determinations for person with disabilities: The annual income for qualified families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date in which the increase in earned income begins and continuing for a cumulative 12 month period. After the qualified family receives 12 cumulative months of the full exclusion, annual income will include a phase in of half the earned income excluded from annual income.

- A qualified family eligible for the earned income exclusion is:
- A disabled family that is receiving tenant based rental assistance under the Housing Choice Voucher Program;
- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self sufficiency or other job training program;
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities during or within six months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six month period is at least \$500.

Amounts to be excluded are any earned income increases of a family member who is person with disabilities during participation in an economic self sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The earned income exclusion will be reported on the HUD-Form 50058 form.

Documentation will be included in the family's file to show the reason for the reduced increase in rent. Such documentation will include:

- Date the increase in earned income was reported by the family,
- Name of the family member whose earned income increased,
- Reason for the increase in earned income,
- Date the increase in income is first excluded from annual income,
- **(1) Initial 12-month exclusion.** During the 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first

employed or the family first experiences an increase in annual income attributable to employment, the YMHA will exclude from annual income (as defined in the regulations governing the Housing Choice Voucher Program) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

- **(2) Second 12-month exclusion and phase-in.** Upon the expiration of the 12-month period defined in the regulations and for the subsequent 12-month period, the YMHA will exclude from annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

During the first 12–calendar month period, a PHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12–calendar month period, the PHA must exclude from annual income of the family at least 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income). The EID benefit is limited to a lifetime 24-month period for the qualifying family member. At the end of the 24 months, the EID ends regardless of how many months were “used.”

#### E. Verification of Income

1. Eligibility and Total Tenant Payment/Family Share must be verified by YMHA. HUD regulations require that PHA's utilize Upfront Income Verification protocols established by HUD. This requires the use of HUD's Enterprise Income Verification (EIV) system. YMHA will make all attempts to obtain verifications in the following priority:
  - Upfront Income Verification. HUD's Enterprise Income Verification System
  - Upfront Income Verification. Use of non-HUD system.
  - Written Third Party Verification
  - Written Third Party Verification Form
  - Oral Third Party Verification
  - Certification/Self-Declaration (notarized statement)
2. Adult family members will be required to sign the HUD-Form 9886 Release of Information/Privacy Act form in order for YMHA to utilize information from the EIV system. Family members will be required to sign specific authorization for release of information forms when information is needed that is not covered by the HUD-Form 9886. Family refusal to cooperate with the HUD prescribed verification system may result in denial of admission or termination of assistance.
3. For verification of participant's employment income, YMHA will utilize data from the EIV system plus four current, consecutive pay stubs or letter from employer on company letterhead detailing participant or applicant income. YMHA will also accept W-2 forms plus income tax return forms.
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. INSTRUCTION: For

some self employment types, where there is the potential for substantial income, self-certification should be unacceptable.

5. For verification of participant's Social Security or Supplemental Security Income, YMHA will utilize data from the EIV system. Applicants must submit a Benefit Award Letter or printout from the Social Security Administration dated within 60 days of the full application date.
6. If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the PHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it. If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

7. For sources of income not covered by the EIV system, written third party verifications will be obtained from independent sources whenever possible. When third party verification is not possible, YMHA will document participant files, explaining the reason and documenting the source used for verification.
8. When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a notarized statement.
9. PHA procedures for anticipating annual income will include the use of EIV methods approved by HUD in conjunction with family provided documents dated within the last 60 days of the PHA interview date. YMHA will follow "HUD Guidelines for Projecting Annual Income When Enterprise Income Verification (EIV) Data is available" in handling differences between EIV and family-provided income data. The guidelines depend on whether a difference is substantial or not. HUD defines substantial difference as a difference of \$200 or more per month.

**No Substantial Difference.** If EIV information for a particular income source differ from the information provided by a family by less than \$200 per month, the PHA will follow these guidelines:

- If the EIV figure is less than the family's figures, the PHA will use the family's information.
- If the EIV figure is more than the family's figure, the PHA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g. a reduction in work hours). Upon receipt of acceptable

family provided documentation of a change in circumstances, the PHA will use the family provided information.

**Substantial Difference.** If EIV information for a particular income source differs from the information provided by a family by \$200 or more a month, the PHA will follow these guidelines:

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

#### F. Minimum Rent

1. Participants in YMHA's Tenant-Based Housing Choice Voucher program will be required to pay a monthly Total Tenant Payment (TTP) that is the higher of 30% of adjusted income, 10% of gross income, or \$50 ("minimum rent").
2. YMHA may grant an exemption from the minimum rent requirement if the family is unable to pay the minimum rent as a result of financial hardship. Requests for an exemption must be submitted in writing. Such hardships may include:
  - a. Loss of, or awaiting a determination of, eligibility for a Federal, State or local assistance program. Unless the loss results from the impositions of sanctions resulting from fraud by a member of the family or the family's failure to comply with welfare programs, requirements for work activities, or participation in an economic self-sufficiency program.
  - b. Pending eviction as a result of the imposition of minimum rent.
  - c. A decrease in the family's income because of changed circumstances, including the loss of employment.
  - d. When a death in the family has occurred creating a decrease in the family's income.
  - e. Other circumstances determined by YMHA or HUD.
  - f. Any request for a hardship exemption must be made in writing.
4. Participants in the Project-based Voucher program are exempt from the minimum rent.

When a family requests a hardship exemption, YMHA will suspend the minimum rent requirement beginning the month after the family's request for a hardship exemption until YMHA determines there is a qualifying financial hardship and whether the hardship is temporary or long term. YMHA will notify the family if they qualify for the exemption within 15 days of the written request. If there is no qualifying hardship, YMHA will reinstate the minimum rent, including any rent owed from the beginning of the suspension. The family must pay any rent owed.

If YMHA determines that a qualifying financial hardship is temporary, YMHA will not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, YMHA will reinstate the minimum rent from the beginning of the suspension. The family will be offered a reasonable repayment agreement for the amount of back rent owed by the family.

If YMHA determines that a qualifying financial hardship is long term, YMHA will exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall continue from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.”

Finally, the regulation, at 24 CFR 5.630(b)(2)(iii)(C), underscores that the exemption only applies to the minimum rent component of the TTP calculation, and not to the other components (such as the 30% or 10%). It states:

“The financial hardship exemption only applies to payment of the minimum rent ( as determined pursuant to Sec. 5.628(a)(4) and Sec. 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to Sec. 5.628 (a)(1), (a)(2) and (a) (3) ).”

## **Section VII. Annual Functions**

### **A. Recertification of Family Eligibility**

1. At least annually, generally no later than the family's admission anniversary date, participating families will be required to attend a recertification interview to advise YMHA of any changes in the family's circumstances and to resubmit documentation to YMHA regarding the family's income and allowable deductions. All adult household members must be in attendance at the Annual Recertification appointment. YMHA will maintain a reexamination tracking system.
2. At least 90 to 120 days in advance of the anniversary date, the household will be notified by mail of the deadline for return of required reexamination forms and documentation and/or date and time for an interview. If requested as an accommodation by a person with a disability, YMHA will provide the notice in an accessible format.

3. YMHA will have all reexaminations for families completed before the admission anniversary date assuming the participant has complied timely. The family and owner will be notified of any changes in rent at least 30 days before the anniversary date. YMHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. YMHA will follow the HUD-prescribed Up-front Income Verification system and guidelines in determining family reported income.
4. If YMHA makes a calculation error, an interim recertification will be conducted to correct the error but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.
5. If any participant deliberately misrepresents the information on which eligibility or participant rent is established, YMHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition.

B. Interim Reporting

1. Participants must report all changes in household income and composition between annual reexaminations, in writing, on the appropriate Interim Recertification Update Form within 30 days. Family composition changes include additions and removals from the household.
2. YMHA will only approve additions to the household due to birth, adoption, marriage or court awarded custody. The family must obtain written owner approval prior to all additions except birth. YMHA will conduct an interim recertification to determine income and allowances and will make the appropriate adjustments in the housing assistance payment. Changes in family unit size and/or payment standard, will be made at the time of the next regularly scheduled annual recertification.
3. For Interim Recertifications reporting changes in income, YMHA will review the information to determine if the change can be processed. If the review indicates there is an increase in income of \$100.00 or more per month, the change will be processed. Any information, document or signature needed from the family must be provided. Failure to report the change within the time period or failing to provide documents or signatures is considered untimely reporting.
4. Increases in rent are effective on the first of the month following a thirty day notice. Decreases in participant rent are effective the first of the month following that in which the change was reported. The change cannot be processed until the third party verifications are received.
5. If the family has caused an unreasonable delay in the interim processing, the increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported in a timely manner. The family will be liable for any overpaid housing

assistance and may be required to sign a repayment agreement or make a lump sum payment to YMHA.

6. Processed in a timely manner means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by YMHA in a timely manner. If this is the case, an increase in tenant rent will be effective after the required 30 day notice prior to the first of the month after completion of processing by YMHA. If the change results in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective and the family will be credited for the amount.
7. Participants who fail to report increases in income in a timely fashion may be required to enter into a repayment agreement with YMHA for any amounts that should have been paid during the time that the change was not reported.
8. Increases in Social Security Benefits, Supplemental Security Benefits and Welfare benefits do not have to be reported until the Annual Recertification. However, if it is a new source of income to the household, it must be reported.
9. Participants who are gainfully employed with an employer and experience an increase in the rate of pay with the same employer do not have to report the increase until the Annual Recertification. However, Family Self-Sufficiency participants may report the change and have an Interim processed.

#### C. Annual Inspection of Units

1. At least biennially, YMHA will conduct an HQS inspection of each assisted unit. Notification will be provided to the participant and owner in writing. Failure to allow the Annual inspection will result in a participant's assistance being proposed for termination.
2. If YMHA determines that the unit is not in compliance with HQS, notice will be sent to the owner advising him/her of the repairs needed. Repairs must be completed within the specified time frame given by the Inspector, generally not more than thirty days, except for repairs needed to correct a condition determined by YMHA to be life-threatening, which must be made within 24 hours.
3. For Annual HQS inspections only, YMHA may accept an owner certification in lieu of a reinspection indicating owner repairs have been completed by the due date. Any items that are tenant-caused deficiencies will require a reinspection to determine tenant-caused deficiencies have been repaired. No certification will be accepted for tenant-caused deficiencies. The owner certification must be in writing and received on or prior to the due date indicating repairs have been completed. Failure to provide a written certification by the due date will result in the abatement of payments effective the first day of the following month and a reinspection will be required to verify that repairs have been completed. The abatement of payments will not be lifted

- until the unit has been visually inspected and deficient items repaired. If deficiencies are not repaired, the HAP contract will terminate thirty (30) days after the abatement of payments. The family will be issued a ninety (90) day voucher and required to move to a new unit. No further time will be allotted if the family fails to find suitable housing.
4. An owner certification will not be accepted to confirm items deferred due to weather conditions have been repaired. Items receiving a weather deferment extension will require a visual inspection to ensure all items have been repaired.
  5. YMHA will also randomly select a small percentage of Annual Inspections to confirm all items have been repaired. This sampling is separate from the Section 8 Management Assessment Program sampling.
  6. When it is determined that a unit on the program fails to meet Housing Quality Standards in the time specified by the YMHA, the assistance payment to the owner will be abated (stopped). The abatement will begin on the first of the month following the failure to comply. The YMHA will re-inspect the failed unit upon written notification that repairs are complete. If the owner makes repairs during the abatement period, payment will resume on the day YMHA visually inspects the unit and determines all repairs were made. No retroactive payments will be made to the owner for the period of time the rent was abated. The participant is not responsible for the YMHA's portion of rent that is abated. The YMHA may grant an extension in lieu of abatement in some cases. The abatement policy applies to all HQS inspection types.
  7. If the unit fails HQS for reasons attributable to the family's care or use of the unit, the family will receive written notification of the actions to be taken and a copy of the notice will be sent to the owner. Such failure may occur when the family fails to pay for utilities that are to be paid by the family, the family fails to provide or to maintain in working order any appliances that are provided by the family, or a member or guest of the family causes damages to the unit beyond normal wear and tear. The family will be given up to 30 days to correct the defect or other such time as stated by YMHA , or 24 hours if the resulting condition is determined by YMHA to be life threatening. If the defect is not corrected by the family during the time allowed, the HAP contract and the family's participation in the program will be proposed for termination.
  8. YMHA will bar owners from future participation in the Housing Choice Voucher program who have three units abated or terminated for non-compliance with HQS.

D. Special Complaint Inspections

1. A special complaint inspection will be conducted if YMHA is notified of a potential HQS violation or that a deficiency exists and efforts to have the deficiency corrected by the responsible party – owner or family – have failed. The inspection and YMHA’s follow-up will be handled as described in C1 thru C6 above.

E. Additional Acceptability Criteria and Exceptions to HQS

1. G.F.I. receptacles are required within six feet (6) of any water (interior and exterior with cover).
2. All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold with no cracks or spits.
3. All exterior entrance and exit doors will be provided with a locking mechanism firmly secured to the door itself. The strike plate must be screwed into the door jam and into the stud as needed to provide proper strength to resist a sharp blow without dislodging door or lock. The lock shall be enclosed or installed properly to prevent credit cards, knives, etc. from springing or dislodging the lock. A deadbolt lock is preferred but not double keyed.
4. All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced. Any room for sleeping must have an operable window.
5. A minimum of 60 amp electric service shall be required for all properties under the Housing Choice Voucher program.
6. All knock-outs are to be in place on junction boxes and surface mounted electrical boxes. Also blank spaces in breaker boxes/fuse boxes are to be filled in with blank covers.
7. Receptacle outlets in floors shall not be counted as part of the required number of receptacle outlets, unless they are located close to the wall.
8. Every water closet compartment, bathroom, laundry room, furnace room and public hall shall contain at least one supplied ceiling or wall type electric light fixture. Such outlets and fixtures shall be properly installed, shall be maintained in good and safe working condition and shall be connected to the source of electric power in a safe approved manner.
9. Every interior and exterior light fixture designed with a light globe or cover will be required to have the cover or globe in place at time of inspection. Light bulbs are required at inspection in order to test electrical sockets.

10. Each habitable room shall have a minimum of one window with screen in sound, defective-free condition.
11. All interior walls must be sound and with a washable finish. All paneling must be secured and all corners, base and trim moldings must be installed to cover all cracks and rough edges. Minor cracks to drywall, sheetrock or wallboard will pass with notation on inspection form. Marlite walls must be installed with all trim.
12. Areas where plaster or drywall is sagging, severely cracked or otherwise damaged must be repaired or replaced.
13. All toilets found in cellars/basements that are completely enclosed by permanent walls (floor to ceiling) require ventilation with an operable window including a screen or an electrical exhaust fan vented to outside, crawlspace, or attic.
14. Bed bug remediation is the responsibility of the owner.
15. Emergency Repair Items (24 CFR 982.404(a))

The following items are considered of an emergency nature and must be corrected by the owner or tenant, whoever is responsible, within 24 hours of notice by the inspector:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- No heat when outside temperature is below 32 degrees Fahrenheit and temperature inside unit is below 60 degrees Fahrenheit.
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, the YMHA will notify the proper authorities.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated if repairs are not completed.

If the emergency repair item(s) are not corrected in the time period required by YMHA, and the family is responsible for the HQS breach, YMHA will propose the family's assistance for termination.

F. Contract Rent Increases

1. The owner may request an increase in the contract rent in writing. The request must be received sixty days before any change in the amount of rent to owner is scheduled to go into effect. All requests will be processed at the time of a family's Annual Recertification. Any requests received after completion of the Annual Recertification will not be processed.
2. YMHA's approval of the increase will be subject to its determination that the resulting rent will not exceed rents for comparable unassisted units in the market area (rent reasonableness). At no time during the assisted tenancy will the rent to the owner exceed the reasonable rent as determined by YMHA.
3. No increase will be granted during the initial (12 month) term of the lease.

**Section VIII. Changes in Family Size, Family Separations, Absences and Moves**

A. Changes in Family Size

1. If the family size increases while the family is receiving assistance under the voucher program, and the family becomes eligible for a larger unit subsidy, YMHA will issue the larger voucher at the family's request. If the increase in family size is the result of birth, the voucher will be issued upon birth and not during pregnancy.
2. If the increase in family size results in the assisted unit failing HQS space standards, YMHA will issue the larger voucher at the family's request, but in any case no later than the anniversary date of the current HAP contract, and the family will be required to find a larger unit.
3. The HAP contract for an overcrowded unit will be terminated as of the anniversary date of the contract. If the family size decreases while the family is receiving assistance and the family becomes ineligible for the unit size it currently occupies, YMHA will issue the smaller voucher at the family's request, but in any case no later than the anniversary date of the current HAP contract.
4. If YMHA proposes to terminate a HAP contract under the provisions of A2 or A3 above, it will notify the family of allowable exceptions to YMHA's occupancy standard (age, health, or handicap of an elderly or disabled family member), and the process by which the family can request an exception.

5. YMHA will not terminate a HAP contract under the provisions of A3 above if it has determined that there is no acceptable unit available for rent by the family in the jurisdiction of YMHA.

## B. Family Separations

If a family separates during the time it is receiving assistance, YMHA will determine who retains the assistance as follows:

1. In instances when a family assisted under the Housing Choice Voucher program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the families cannot agree which family should continue to receive the assistance, and there is no determination by a court, the HCV Director shall consider the following factors to determine which of the families will continue to be assisted:
  - Which of the families has custody of dependent children,
  - Which family member was the head of household when the voucher was initially issued
  - Whether domestic violence was involved in the division of the family,
  - Which family members remain in the unit
  - Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, YMHA will terminate assistance on the basis of failure to provide information requested.

2. To be considered the remaining member of the participant family, the person must have been previously approved by YMHA to be living in the unit. A live in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family. A reduction in family size may require a reduction in the voucher family unit size.
3. If sole guardians of children do not remain in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, YMHA will treat that adult as a visitor for the first 60 days. If the adult is awarded custody or legal guardianship the voucher will be transferred to the adult. If a determination of custody is in progress the adult will be allowed to remain in the unit. At the end of a six month period if the adult has remained in the unit and it is reasonable to expect that custody will be granted, YMHA will transfer the voucher to the adult.

## C. Family Absences from the Assisted Unit

1. YMHA must compute all applicable income of every family member who is on the lease including those who are temporarily absent. In addition, YMHA must count the

- income of the spouse or the head of household if that person is temporarily absent. Income of persons permanently absent will not be counted.
2. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income. It is the responsibility of the head of household to report changes in family composition. YMHA will evaluate absences from the unit using this policy.
  3. Any member of the household will be considered permanently absent if she/he is away from the unit for 60 days except as otherwise provided in the policy and HUD requirements.
  4. If any member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, YMHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 60 consecutive days, the family member will be considered temporarily absent. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with YMHA's policy.
  5. Full time students who attend school away from the home and live with the family during recess will be considered temporarily absent from the household.
  6. If the sole member of a household is incarcerated for more than 60 consecutive days, she/he will be considered permanently absent and assistance will be terminated. Any member of the household, other than the sole member, will be considered permanently absent if she/he is incarcerated for 90 consecutive days or more. YMHA will determine if the reason for incarceration is for drug related or violent criminal activity.
  7. If the family includes a child or children temporarily absent from the home due to placement in foster care, YMHA will determine from the appropriate agency when the child/children may be returned to the home. If the time period is to be greater than 6 months from the date of removal of the child/children, the voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with YMHA's subsidy standards.
  8. These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, YMHA will terminate assistance in accordance with appropriate termination procedures contained in this plan.

9. Families are required to notify YMHA and the landlord before they move from a unit. Families are also required to notify YMHA prior to an absence of more than 30 days from the unit. If the entire family is absent from the assisted unit for more than 90 consecutive days, the unit will be considered to be vacated and the assistance will be terminated. Under no circumstances may the family be absent from the assisted unit for more than 90 consecutive days. If the family's absence exceeds 90 days, YMHA will terminate the Housing Assistance Payment contract.
10. Absence means that no family member is residing in the unit. In order to determine if the family is absent from the unit, YMHA may write letters to the family at the unit, telephone the family at the unit, request information from the landlord, interview neighbors, verify if utilities are in service or check with the post office.
11. If the absence resulted in termination of assistance and was due to a person's disability, if YMHA can verify that the person was unable to notify YMHA in accordance with the family's responsibilities, and if funding is available, YMHA may reinstate the family as an accommodation if requested by the family.
12. If a member of the household is subject to a court order that restricts him/her from the home for more than 60 days, the person will be considered permanently absent.
13. Any adult not included on the HUD-Form 50058 who has been in the unit more than 7 consecutive days without YMHA approval, or a total of 30 days in a 12 month period, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is a member of the household. Statements from neighbors and/or the landlord will be considered in making the determination. Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and YMHA will terminate assistance since prior approval was not requested for the addition.
14. Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 120 days per year without being considered a member of the household. In a joint custody arrangement, if the minor is in the household less than 183 days per year, the minor will be considered an eligible visitor and not a family member.
15. Reporting changes in household composition is a HUD requirement and a YMHA requirement. The family obligations require the family to request YMHA approval prior to adding anyone as an occupant of the unit and to inform YMHA of the birth, adoption, or court-awarded custody of a child and marriage.
16. The family must request, in writing, prior approval from YMHA and their landlord of additional household members. Additional household members may only be added by

birth, adoption, marriage or court-awarded custody. If any new member is added, the income and allowances of the additional member will be verified and included in the family income as applicable under HUD regulations. An interim recertification will be computed for any additions to the household.

Participant families requesting to add a new household member who has an assigned Social Security Number must disclose the SSN. If the family is unable to provide the required documentation of the SSN, YMHA will not add the new household member until the family provides the documentation.

Participant families requesting to add a new household member under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide YMHA within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, YMHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if YMHA determines the family was unable to comply due to circumstances that could not have reasonably been foreseen and were outside the control of the family.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the family's assistance.

17. If the family does not obtain prior approval from YMHA, any person the family has permitted to move in will be considered an unauthorized household member. In the event that a visitor continues to reside in the unit after the maximum allowable time, the person the family has permitted to move in will be considered an unauthorized household member.
18. If a family member leaves the household, the family must report this change, in writing, to YMHA within 30 days of the change and certify whether the member is temporarily or permanently absent. YMHA will conduct an interim recertification for changes which affect the total tenant payment in accordance with interim recertification procedures.
19. If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, YMHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:
  - a. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined member,
  - b. Include the income of the person permanently confined to the nursing home and give the family the medical deduction allowable.

#### D. Family Moves with Continued Assistance

1. A family may move to a new unit with continued assistance if: a) the assisted lease for the old unit has terminated because YMHA has terminated the HAP contract for owner breach or the lease was terminated by mutual agreement of the owner and the family, b) the owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless the family assistance will be terminated, c) the family has given proper notice of lease termination.
2. YMHA does limit when or how often an assisted family may move. Families will not be permitted to move more than once in a 12 month period. YMHA will deny permission to move if: a) there is insufficient funding for continued assistance, b) the family has violated a family obligation, c) the family owes YMHA money. Exceptions may be made to these restrictions if extenuating circumstances are evidenced.
3. Amounts paid by YMHA for vacancy loss, tenant damages and/or unpaid rent under an old form of the HAP contract must be repaid by the family. Families must also repay any monies due YMHA for unreported or under reported income prior to moving.
4. If the owner has evicted the tenant for serious or repeated violation of the lease or for criminal activity in or around the assisted unit, or if the HAP had been terminated because of the tenant's failure to meet his/her family obligations under the Housing Choice Voucher Program, the family will not be able to move to a new unit with continued assistance.
5. Families must confirm, in writing, their intent to move. Subject to the restrictions on moves, the family may be denied permission or requested to attend a briefing session to receive a voucher to move. If the family does not locate a new unit, they may remain in their current unit if the owner permits.
6. Families who move will be issued a ninety-day voucher to locate housing. Any extension requests must be submitted in writing prior to the expiration date of the voucher. Participants may not remain unassisted for a period longer than 120 days.
7. If a family moves to another unit with assistance but has not properly moved belongings from a previous unit, the family may be responsible for any continued rent amount or damages. It is the responsibility of the landlord to collect from the family.

## E. Portability

1. Portability applies to families moving out of or into YMHA's jurisdiction within the United States and its territories. Within the limitations of the regulations and this policy, a participant family has the right to receive tenant based voucher assistance to lease a unit outside YMHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant based program.
2. In order to exercise portability, a participant must be in good standing and submit a written request to port their assistance to another jurisdiction. Non-resident applicants must reside in YMHA's jurisdiction for one year prior to exercising the portability option. This means upon issuance of a voucher, a unit must be leased for an initial one year period before they can request to transfer to another jurisdiction.
3. YMHA will contact the receiving PHA to inquire if the PHA intends to absorb or administer the voucher. YMHA will not port a family until the receiving PHA provides the requested information.
4. YMHA will notify the family in writing that the request to transfer the voucher has either been approved or denied.
5. If the receiving housing authority is unclear whether or not they will bill or absorb, YMHA will contact the local HUD office and request their assistance in determining the receiving housing authority's status on portability.
6. For a family that was not already receiving assistance in YMHA's program, YMHA must determine whether the family is eligible for admission under the receiving PHA's program.
7. YMHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. YMHA will absorb all incoming portable families provided that there is funding available.
8. YMHA does not re-determine eligibility for a portable family that was receiving assistance in the initial PHA Housing Choice Voucher tenant based program. YMHA will issue a portability voucher according to its own subsidy standards. A briefing will be mandatory for all portability families. YMHA will notify the initial PHA if the family fails to submit a RFTA for an eligible unit within the term of the voucher.

## Section IX. Evictions

### A. Evictions

1. An owner may evict a Housing Choice Voucher Program participant at any time for serious or repeated violations of the lease; violation of local, State or federal laws applicable to the tenant's occupancy of the unit; criminal behavior by the tenant, a

household member, or guest that threatens other residents or persons residing near the unit; or drug-related criminal activity on or near the premises.

2. After the first year, an owner may give notice of lease termination to a Housing Choice Voucher Program participant for other good cause, including unwillingness by the family to accept a new lease or revision to the lease; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential unit; or a business or economic reason for termination of the tenancy.
3. The owner must give the tenant a written notice of intention to terminate the lease, and grounds for the termination and must give a copy to YMHA.
4. A Housing Choice Voucher Program participant who is evicted for serious or repeated violations of the lease; violation of local, State or federal laws applicable to the tenant's occupancy of the unit; criminal behavior by the tenant, a household member, or guest that threatens other residents or persons residing near the unit; or drug-related criminal activity on or near the premises, will not be eligible to move to a new unit with assistance.
5. If the action is finalized in court, the owner must provide YMHA with the documentation. YMHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated.

## **Section X. Terminations and Informal Hearings**

### **A. Terminations**

1. YMHA may deny or terminate assistance for a family because of the family's action or failure to act. YMHA will provide families with a written description of the family obligations under the program, the grounds under which YMHA can deny or terminate assistance, and YMHA's informal hearing procedures.
2. If denial or termination is based upon behavior resulting from a disability, YMHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.
3. YMHA will terminate assistance to participants who fail to meet their family obligations under the program. The obligations include supplying required information, maintaining the unit and supplying tenant-paid utilities and appliances as required under HQS, allowing YMHA to inspect the unit, complying with the provisions of the lease, notifying YMHA and the owner before moving, giving YMHA a copy of any eviction notice and using the assisted unit as the family's only residence. Assistance will also be proposed for termination if there is a court judgment against the family for damages, non-payment of rent or other such lease violation.

4. For recertifications, families will be given two opportunities to complete the recertification. Families will be given two opportunities to allow an Annual HQS inspection.
5. YMHA will terminate assistance to participating families if any member of the family commits violent or drug-related criminal activity. Drug-related criminal activity includes the use, possession, transport, purchase or sale of any controlled substance, whether or not the activity occurs in or near the assisted unit. YMHA will make its decision regarding the termination of assistance based on the preponderance of evidence indicating that a family member has engaged in such activity. YMHA will also terminate if it determines that it has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. YMHA will terminate or deny assistance if it determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
7. YMHA will terminate assistance to tenants who commit fraud in connection with the Housing Choice Voucher Program. Intentional misrepresentation of the family's income, composition or allowable deductions at the initial eligibility interview or annual reexamination will be considered fraud, and will be grounds for the immediate termination of the family's assistance.
8. YMHA will terminate assistance to participants who refuse to enter into repayment agreements for amounts owed YMHA under the Public Housing or Housing Choice Voucher Programs. YMHA will terminate assistance to participants who fail to make three consecutive payments under an existing repayment agreement.
9. YMHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.
10. YMHA will deny program assistance for an applicant or terminate assistance for a participant for any of the following: a) the family has engaged in threatened abusive or violent behavior toward YMHA personnel. b) any family member commits drug related criminal activity or violent criminal activity.
11. YMHA will terminate assistance for single-person only households who pass away effective the date of death or no later than the month the participant passes away if the actual date is not known. Owners are not entitled to subsidy payments the month after a participant has passed away.

## B. Informal Hearings

It is YMHA's objective to resolve disputes and to make every effort to avoid the most severe remedies. YMHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

1. YMHA will provide the opportunity for an informal hearing when YMHA makes a decision regarding continued eligibility and/or the amount of assistance paid. YMHA will send written notice of the reason(s) for the proposed action, and advise the participant that if he/she does not agree with the decision, he/she may request an informal hearing, in writing, within 14 days of the notice. If a request for an Informal Hearing is not received by the due date, the decision becomes final to end the participation. If the participant requests a hearing, the assistance will not be terminated until the final decision is made.
2. When a participant requests a hearing, YMHA will schedule the hearing within 21 days and notify the participant of the date and time of the hearing. Prior to the hearing, the participant will be given an opportunity to examine and copy any documents pertinent to the family's termination. Any requests for discovery by the family must be made 24 hours before the hearing.
3. The family must contact YMHA at least 24 hours prior to the hearing to reschedule a hearing. YMHA will reschedule the hearing only if the family can show good cause. If no good cause is shown, the hearing will proceed without the family being present.
4. The hearing will be conducted by a hearing officer designated by the Executive Director who is neither the person who made or approved the decision, nor a subordinate of that person. The family may be represented by a lawyer or other representative, at its own expense. The family will be given the opportunity to present evidence, and to question any witness. The hearing officer will issue a written decision within 14 days, stating the reasons for the decision.
5. An informal hearing will also be provided for participants who believe that their annual or adjusted income, utility allowance, or allowable unit size has not been determined in accordance with the law, HUD regulations, or YMHA's policies. The participants will first be given an explanation of the basis for YMHA's determination. If the family still does not agree with the determination, an informal hearing will be scheduled as above.

## Section XI. Amounts Owed to YMHA

### A. Repayment Agreements

Repayment agreements are designed to give participants an opportunity to repay monies owed to YMHA. Money may be owed due to but not limited to the following: failing to accurately report income or family composition; overpayments or fraud. When families or owners owe debts to YMHA, every effort will be made to collect those debts via one

of the following means, including but not limited to:

- Requests for lump sum payments
- Repayment agreements
- Reduction in Housing Assistance Payment to owners
- Collection agencies/firms
- Credit Bureaus
- Civil suits
- Abatement of future payments
- Termination of Assistance
- Or by any other legal means

A sliding scale system is used to recover money owed from participants. Families will be required to make an initial payment of 25% of any balance owed. The family must make the initial payment within 30 days of the date of the notification that a balance is owed. Upon receipt of the initial payment, YMHA will enter into a Repayment Agreement with the family. If the family fails to provide YMHA with the required down payment, the entire balance will be due on the first day of the next month. Failure to pay the entire balance in full will result in termination.

<u>Amount Owed</u>	<u>Length of Agreement</u>
Under \$100	30 days
\$100.00 - \$ 500.00	1 month to 6 months
\$501.00 - \$1,000.00	6 month to 12 months
\$1,001.00 - \$5,000.00	12 months to 24 months

Payments are due on or before the 7<sup>th</sup> day of each month. YMHA will issue a late notice if the payment has not been received by the close of the seventh (7<sup>th</sup>) day of the month. If the due date is on a holiday or weekend, the due date will be the close of the next business day. If the payment is in arrears, YMHA will exercise any or all of the following options:

- Require the family to pay the balance in full immediately
- Terminate program assistance. Report balance to HUD's Debts Owed to PHA's module
- Pursue civil collection of the balance due
- Refer the matter to appropriate law enforcement agency for further investigation and possible criminal prosecution
- Any other legally viable option

#### B. Owner Amounts Owed to YMHA

If the PHA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the PHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the PHA will:

- Require the owner to pay the amount in full within 30 days.
- Restrict the owner from future participation.

## **Section XII. Program Management**

### **A. Late Payments**

1. YMHA will pay late payments due to the owner for delinquency in monthly housing assistance payments (HAP) if all of the following circumstances apply:
  - a. The penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant.
  - b. That the local housing owners adhere to an established and published fair and reasonable dollar amount for late penalties in the housing market. The local housing owners must also adhere to an established grace period before payments are considered late. YMHA recommendations of this grace period is seven business days
  - c. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
  - d. The owner also charges such penalties against the tenant for late payment of the family rent to owner.
2. YMHA will not pay any late payment penalty if HUD determines that circumstances causing the late payment are due to factors beyond YMHA's control.
3. YMHA deems that the housing assistance payment is received by the owner upon deposit by the agency. Payments are issued via mandatory direct deposit.

### **B. Leasing Units**

1. YMHA will lease the maximum number of tenant-based units that can be fully supported by the combined unit and funding allocation provided by HUD without drawing on program reserves.
2. YMHA will prepare a monthly report showing the number of voucher units under lease and the number of vouchers outstanding.
3. If, at any time, YMHA determines that it has leased more units than can be supported by the units awarded by HUD, it will discontinue the issuance of new or turnover vouchers until the number of units that can be supported has been reached.

C. Revising Utility Allowance Schedules

1. At least annually, YMHA will obtain and analyze utility rate data for all utility providers in the Youngstown Metropolitan Area and will determine whether there has been a change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.
2. If there has been a change of 10% or more, an appropriate adjustment to the schedule will be made. No adjustment will be made for any increase calculated to be less than \$1 per unit month.

D. Revising Voucher Payment Standards

1. At least annually, YMHA will determine whether the payment standard is adequate to allow families to find housing. YMHA will analyze data on current voucher program participants and will determine whether the number of voucher program participants paying more than 40% of their Adjusted Gross Income for rent and utilities is significant.
2. If YMHA determines that a significant number of voucher program participants are paying more than 40%, data on the rent and utility cost of units in the market area will also be examined to determine whether there is an adequate supply of rental units of all sizes available at or below the payment standard families who do not choose to accept an excessive rent burden.
3. The payment standard for each unit size will be set at a level adequate to allow families to lease units under the voucher program. However, under no circumstances will the voucher payment standard be set at less than 90% or more than 110% of the published Fair Market Rent without HUD approval.

E. Program Utilization

1. YMHA will make every effort to maintain no less than 98% utilization of the assistance funded under its consolidated ACC, and to utilize newly awarded units in conformance with its HUD-approved leasing schedule.

F. Quality Control Inspections

1. PHA management will perform Quality Control inspections as required by the Section 8 Management Assessment Program. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of HQS.

## G. Administrative Fee Reserve

1. The Administrative Fee Reserve consists of the following:
  - a. The amounts by which program administrative fees for prior fiscal years exceed program expenses for those years; plus
  - b. Interest earned on the administrative fee reserve.

Should the Housing Choice Voucher Program maintain an Administrative Fee Reserve, it shall not exceed the allowable amount as determined by the U.S. Department of Housing and Urban Development. The Administrative Fee reserve shall only be used for purposes of the Housing Choice Voucher Program.

## H. Insufficient Funding

All funding for the Housing Choice Voucher Program is received from the U.S. Department of Housing and Urban Development and is subject to Congress and appropriations. Should there be insufficient funding to support payments of housing assistance payment contracts in effect at the time it is determined there is insufficient funding, families may have to be removed from the program.

Should YMHA receive insufficient funding from HUD to pay all contracts in effect, families will be removed from the Housing Choice Voucher on a last in, first out basis, excluding elderly and disabled families until YMHA reaches the point that families can be supported by the funding received. This would be based on a family's admission date to the program. A family is admitted to the program upon a Housing Assistance Payment contract being executed and a rental payment issued on the family's behalf to an owner. The Housing Assistance Payment Contract effective date is the admission date.

## **Section XIII. Family Self Sufficiency**

The Family Self Sufficiency (FSS) program is intended to promote the development of local strategies for coordinating the use of housing choice vouchers with public and private resources to help eligible families achieve economic independence. The program is open to families participating in the housing choice voucher program who are unemployed or underemployed. The objective of the program is to assist families in obtaining employment that will allow them to become self sufficient, that is, not dependent on welfare assistance.

Participation in the FSS program is voluntary for families and is open to current housing choice voucher program participants. Families entering the FSS program work with an FSS Coordinator to develop goals that will, over a 5-year period, assist in achieving self-sufficiency. These goals may include education, specialized training, job readiness and job placement activities, and career advancement objectives. Goals for each participating family member are set out in Individual Training and Services plans that are attached to the FSS contract of participation. Families who do not achieve their goals will not be terminated from the Housing Choice

Voucher Program. Families whose assistance is terminated from the Housing Choice Voucher Program due to reasons other than failure to complete their FSS agreement will also have their FSS contract terminated. The family will be notified and given the opportunity to request an informal hearing.

When the family meets its goals and completes its FSS contract, the family becomes eligible to receive funds deposited in an escrow account on its behalf throughout the family's participation in the FSS program. The amount credited to the family's escrow account is based on increase in the family's earned income during the term of the FSS contract.

The FSS program provides for the establishment of an escrow account. The full amount of the escrow account in excess of any amount owed to YMHA becomes available to the family when it has fulfilled its obligations under the contract of participation and has certified that no family member is receiving welfare assistance. The amount of the escrow credit is based on increases in the family's total tenant payment resulting from increases in the family's earned income during the term of the FSS contract. An annual escrow account report is provided to each FSS participant.

YMHA will absorb an FSS participant from another jurisdiction, if requested.

#### **Section XIV. Project-Based Voucher Program**

The Youngstown Metropolitan Housing Authority (the "PHA") PBV program is subject to the regulations at 24 CFR part 983, which includes regulations governing policies and procedures that are not specified in this Administrative Plan. In addition to the policies and procedures stated below, and other PBV regulations stated at 24 CFR part 983, PHA's PBV program is subject to most of the requirements of the Housing Choice Voucher Program, as specified in this Administrative Plan and in other HUD regulations.

##### **A. PHA's PBV Commitments and Priorities**

PHA's PBV program is designed to ensure that PBV assistance is used to support goals that could not be equally achieved through the use of tenant-based voucher assistance. PHA's PBV program has is committed to the following priorities:

1. Expand the supply of affordable housing and increase the affordable housing choices of residents within the jurisdiction
2. Support projects which further revitalize neighborhoods, promote the deconcentration of poverty and generally provide increased housing and economic opportunities.
3. Work with the community to identify and serve populations with particular housing needs, including but not limited to the provision of supportive services to promote self sufficiency and supportive housing for families with disabilities.

## **B. Proposal Submission and Selection**

### **Request for Proposals Process**

PHA will select PBV proposals through a public Request for Proposals (RFP) process.

PHA's PBV RFP will be advertised in a manner to provide broad public notice of the opportunity to offer PBV proposals for consideration by PHA. The public notice procedures will include publication of the general notice in *The Vindicator* and other local and regional newspapers if appropriate to achieve general circulation.

The public notice of the PBV RFP will specify the submission deadline. The public notice will inform owners or developers seeking project-based assistance of the availability of the full RFP document at PHA's main offices.

The full RFP document will provide detailed information about proposal submission and selection procedures and will be available upon request of interested parties at PHA's main offices.

Property owners may submit PBV proposals in accord with the proposal submission guidelines stated in the full RFP document. Proposals will be selected according to explicit criteria specified in the full RFP document, following the selection criteria stated below. Under no circumstances will PHA's RFP selection criteria limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

The PHA, PHA-affiliates, or developers engaged by the PHA to redevelop PHA property, may submit PBV proposals and be awarded vouchers under any RFP published by the PHA or be awarded vouchers if the proposed project was competitively selected under another federal, state, or local housing assistance program in accordance with 24 CFR 983.S1(b)(2). Proposals submitted by the PHA, an PHA-affiliate, or developer engaged by the PHA to redevelop public housing, must conform to the submission guidelines stated in the full RFP document and shall be evaluated under the same selection criteria as all other proposals. No PHA, or PHA-affiliate, employee responsible for preparing the response to the RFP shall be involved in the evaluation or selection of proposals or the award of the vouchers. Provided, however, that any selection process for PHA-owned units shall be approved by HUD in accordance with 24 CFR Part 983.

### **Alternative Competitive Processes**

In lieu of the above RFP process, HUD regulations permit PHA to select a PBV proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals, where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance, or in other circumstances as allowed by the regulations or other PBV requirements.

Proposals for PBV assistance which have been independently selected for housing assistance as described above may be submitted to PHA on a rolling basis. PHA's selection of proposals under the alternative competitive processes may be contingent upon the owner providing additional information required according to PHA's selection requirements and HUD and PHA requirements for PBV assistance. PHA will inform owners of any additional requirements at the time their proposals are submitted. Housing owned by PHA, a PHA-affiliate, or a developer engaged by PHA may also be awarded vouchers under this Section. Provided, however, that any selection process for PHA-owned units shall be approved by HUD in accordance with 24 CFR Part 983.

### **Selection Criteria**

Proposals will be selected according to the following selection criteria:

- The housing must promote one of PHA's priorities for its PBV program;
- The proposal must comply with all HUD program regulations and requirements;
- The property must be eligible housing in accordance with 24 CFR 983.53 and 983.54.
- The proposal must comply with the HUD cap on PBV units per building at 24 CFR 983.56;
- The housing site must meet the site selection standards detailed at 24 CFR 983.57;
- Proposals for new construction or rehabilitation projects must demonstrate capacity, experience and successful outcomes in prior projects that indicate their ability to complete the construction work effectively and within the proposed schedule.
- Proposals for all housing must demonstrate capacity, experience, and successful outcomes in property management, particularly management of housing targeted to low income persons and families;
- Proposals for supportive housing must demonstrate the capacity, experience, and successful outcomes of the supportive service provider that indicates its ability to effectively provide sufficient supportive services. More detailed information about minimum supportive services guidelines is provided later in this addendum.
- Proposals must provide evidence of sufficient financing commitments (for construction, operations, and supportive services if applicable) to demonstrate the project's long-term viability.
- The owner is in good standing with HUD and PHA.

PHA reserves the right to reduce the number of project-based units that have been requested.

### **Public Notice and Review of PHA Proposal Selection**

PHA will provide public notice of PBV proposal selections, including publication of public notice in a local newspaper of general circulation, such as The Vindicator, and other means designed and actually operated to provide broad public notice.

PHA will make documentation available for public inspection regarding the basis for PHA's selection of a PBV proposal.

### **C. Site Selection Standards**

PHA will only select proposals which demonstrate consideration of and compliance with the site selection standards at 24 CFR 983.57, as such may be amended or revised, which shall ensure that selected proposals will meet the above program goals of deconcentrating poverty, expanding housing and economic opportunities, and otherwise providing needed housing support.

### **D. Supportive Services Guidelines and Requirements**

Pursuant to HUD regulations, project-based assistance is ordinarily limited to 25% of the units in the proposed project. Buildings with four (4) or fewer units are excluded from the 25% cap. However, each unit that is designated for occupancy by elderly, disabled or families receiving qualified supportive services shall be an "excepted unit" and shall not apply towards the 25% cap.

This Section D applies only to units excepted on the basis of occupancy by families receiving qualified supportive services in accordance with 24 CFR 983.56(b)(ii)(2).

#### **Qualifying Supportive Services**

- Child care -child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;
- Transportation -transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;
- Education -remedial education; education for completion of secondary or post secondary schooling;
- Employment -job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;
- Personal Welfare -substance/alcohol abuse treatment and counseling;
- Household skills and management -training in homemaking and parenting skills; household management; and money management
- Other services -any other services and resources, including case management, reasonable accommodations for individuals with disabilities, that the PHA determines to be appropriate in assisting families to achieve economic independence and self sufficiency.

It is not necessary that the above services be provided by or at the project. However, to qualify for as an "excepted unit" a family must have at least one member receiving at least one qualifying supportive service. Proposals that include supportive services should identify the particular services that will be provided and the service provider(s). PHA will evaluate proposals including supportive housing units on the basis of the specific services provided, the intensity of the services and the target population to be served. PHA will also evaluate supportive housing proposals based on the history and track record of the proposed service providers and the need for the supportive housing at the proposed site.

## **Family Responsibility**

At the time of the initial lease execution between the family and the owner, the family and PHA must sign a Statement of Family Responsibility. The Statement of Family Responsibility must contain all family obligations as a participant in the PBV program.

At the family's annual income recertification, PHA will require written documentation from the service provider indicating the family's continued compliance with the terms of the supportive services plans. Project owners will also be expected to provide some level of monitoring of the services provided. This monitoring should be detailed in the proposal, and will be evaluated as part of the selection process. At PHA's discretion, PHA may request additional documentation of compliance with supportive service obligations.

The unit eligible for status as an "excepted unit" so long as at the time of the occupying family's initial tenancy at least one member of the family is receiving a qualifying supportive service. If the family completes an FSS contract of participation or the supportive services requirement, the unit will continue to count as an "excepted unit" for as long as the family resides in that unit.

## **Family Failure to Comply with Supportive Service Requirements**

Failure without good cause by a family to complete or comply with its supportive service participation requirements will result in termination of the project based assistance for that unit and may result in the termination of the lease by the project owner.

## **E. Waiting Lists**

PHA will establish individual site-based waiting lists for each PBV project selected.

PHA will offer to place applicants who are listed on the waiting list for tenant-based assistance on the waiting list(s) for PBV assistance.

Each site-based waiting list may have an individual manner of opening and closing.

The waiting list for PBV units in the YWCA program will remain open unless otherwise designated by the PHA.

The Village at Arlington II waiting list will open and close as provided in the Village at Arlington II management documents.

All openings and closings will be publicly announced.

All PBV Waiting Lists will be purged semi-annually.

## **F. Preferences**

PHA may establish separate preferences for each PBV project. These preferences may include those for elderly or disabled families, or preferences related to supportive housing programs. Preferences may include those outlined in the Administrative Plan.

For existing housing, any in-place tenant that qualifies will receive the preference for in-place residents at 24 CFR 983.251(b).

Any preferences that would be necessary to the operation of the project, or required by a funding source must be disclosed in the proposal.

### **Supportive Housing Related Preferences**

If PBV units include special accessibility features for persons with disabilities, PHA will first refer families who require such accessibility features to the owner. For other units that are designated to receive supportive services, PHA may give preference to disabled families who need services offered at a particular project. Project owners may advertise the project as offering services for a particular type of disability, however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project.

Only families that meet the following limits will be eligible for any supportive housing preference:

- Families (including individuals) with disabilities that significantly interfere with their ability to obtain and maintain themselves in housing
- Families that without appropriate supportive services will not be able to obtain or maintain themselves in housing
- Families for whom such services cannot be provided in a nonsegregated setting.

Disabled residents shall not be required to accept the particular services offered at the project. PHA is prohibited from granting preferences to persons with specific disabilities (see 24 CFR 982.207(b)(3)),

## **G. Applying for Admission**

With the exception of the wait list process, the process for applying for admission to the PBV program is not different than the process for applying for admission to the tenant-based program, which is set forth in PHA's Administrative Plan.

At the time of the application, PHA will provide applicants with the opportunity to be placed on the tenant-based waiting list if open, or any open site-based waiting lists.

## **H. Tenant Selection**

When notified of a vacancy in a PBV unit, PHA will refer applicants according to the following procedures:

First-come, first-served among applicants on the specific PBV waiting list.

For PBV waiting lists that include preferences, PHA will select applicants from the waiting list on a first-come, first-based basis who:

- Qualified for preference at the time of application; and
- Continue to qualify for preference at the time of admission.

## **I. Tenant Screening**

PHA's procedures for tenant screening for the PBV program are not different than procedures for screening tenant-based applicants, which are provided in PHA's Administrative Plan.

PHA's policy for providing information to owners about families referred to PBV units is not different than PHA's policies for tenant-based applicants, which are provided in PHA's Administrative Plan.

## **J. Procedures for Families Occupying a Unit of the Wrong Size or an Accessible Unit Whose Accessibility Features are not Required by the Family**

If a family is determined by PHA to occupy a wrong-sized unit, or a unit with accessibility features that the family does not require (and such unit is needed by a family that requires the accessibility features) then PHA must promptly notify the family and the project owner of this determination and must offer continued assistance in another appropriately sized or accessible unit.

Continued assistance after unit, which may include, but is not limited to the following options:

- PBV assistance in an appropriate-sized unit (in the same building or in another building);
- Other project-based housing assistance (including occupancy of a public housing unit)
- Tenant-based rental assistance under the voucher program; or
- Other comparable public or private tenant-based assistance (e.g., under the HOME program).

For families who have been notified that they occupy a wrong-size unit, and offered continued assistance:

- If the PHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the PHA must terminate the HAP payments for a wrong-sized unit at expiration of the term of the family's voucher. YMHA will issue a 90-day voucher to affected families. No extensions will be granted.
- If the PHA offers the family the opportunity for another form of continued housing assistance (as provided above), and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the

PHA must terminate the HAP payments for the wrong-sized unit, at the expiration of a reasonable period as determined by the PHA.

### **K. Right to Move**

A family residing in a PBV unit may terminate the assisted lease any time after the first year of occupancy and request comparable tenant-based assistance from the PHA.

Should a family terminate its PBV lease and request alternate assistance, the PHA shall offer the family the opportunity for continued tenant-based rental assistance, or if such assistance is not immediately available upon termination of the lease, the PHA will give the family priority to receive tenant-based rental assistance at the next available opportunity for such tenant-based rental assistance.

If the family terminates the assisted lease before the end of the first year of occupancy, the family will not be entitled to tenant-based assistance or priority for such assistance under this section. However, the family may reapply for tenant-based assistance or other project based assistance as otherwise provided in this Administrative Plan.

### **L. Inspections**

The PHA will inspect PBV units in accordance with the regulations at 24 CFR 983.103 and Housing Quality Standards (HQS) at 24 CFR 983.101 and 982.401 and this Administrative Plan:

- Pre-Selection. For new construction or rehabilitated units, the PHA will inspect the site prior to making the proposal selection. For existing housing, all units must substantially comply with HQS prior to proposal selection.
- Prior to entering the HAP Contract. All units must fully comply with HQS standards prior to executing the HAP Contract.
- Turnover. Each time a family moves out of a PBV unit, the PHA will inspect the unit before providing assistance to a new family.
- Annual Inspections. The PHA will inspect at least 20% of the contract units in each building, turnover inspections are not counted towards meeting the 20%. If more than 20% of the inspected units fail inspection, the PHA must re-inspect all units in the building.
- As needed. The PHA will inspect units as needed to ensure that the units comply with HQS. The PHA will take into account complaints and other information when scheduling inspections.

PHA-owned units shall be inspected by an independent third party approved by HUD.

### **M. Rent**

Rent to the Owner shall be set in accordance with 24 CFR 983.301, provided however, that the PHA shall not approve PBV rents that are higher than 100% of the applicable fair market rent for the unit minus the utility allowance.

The tenant portion of the rent shall be determined in accordance with 24 CFR 983.353 and the policies in this Administrative Plan.

With the exception of the PBV contracts that predate the adoption of this amendment, the PHA shall not make vacancy payments for units that are unoccupied beyond the month of move-out. Contracts that pre-date the adoption of this amendment will be governed by the previous vacancy payment language: "Vacancy payments may be made in accordance with the Housing Assistance Payment contract. These may not exceed more than one month's HAP. The owner must also document they have made every effort to lease a unit. These are made after the initial lease-up."

Rent shall be re-determined in accordance with 24 CFR 983.302:

- Upon the owner's request upon the annual anniversary of the HAP Contract.
- When there is a 5% or greater decrease in the published fair market rents

## **Section XV. Homeownership Program**

The Youngstown Metropolitan Housing Authority (YMHA) hereby establishes a Housing Choice Voucher homeownership option pursuant to the U.S. Department of Housing and Urban Development's (HUD) final rule dated October 12, 2000 and by Section 555 of the Quality Housing and Work Responsibility Act of 1998 under Section 8(y), Homeownership Option. Participation in the YMHA Housing Choice Voucher Homeownership Program will be limited to a maximum of 50 families.

Participation Qualification  
24 CFR 982.626; 982.627

Any Housing Choice Voucher eligible applicant or program participant who has been issued a voucher may utilize the subsidy to purchase rather than rent a home, subject to the following:

A family must meet the requirements for admission to or continued participation in the YMHA Housing Choice Voucher Homeownership Program.

The homeownership option will be included in all briefing as well as media and community announcements. Current participants must be in compliance with their lease and program requirements and must terminate their current lease arrangement in compliance with the lease.

The head of household or co-head that has previously received assistance and has defaulted on a mortgage obtained through the homeownership option is barred from participation.

Participant families must be "first-time" homeowners, where a family member must not have owned title to a principal residence in the last three years. Residents of limited equity

cooperatives are eligible for the homeownership option. Waiver of the “first time homeowners” requirement may be considered for a family in which a member is a person with disabilities and use of the Housing Choice Homeownership Voucher is needed as a reasonable accommodation. (Title to a mobile home is not considered as homeownership for purposes of this option.)

Participants in the Housing Choice Voucher Homeownership Program must enroll in the pre and post purchase homeownership-counseling program and be deemed to be “mortgage ready” before a homeownership voucher will be issued. YMHA reserves the right to discontinue homeownership assistance if a family fails to fulfill its obligation in attending the post purchase program. At a minimum, the pre-purchase counseling will cover the following:

- Home maintenance
- Budgeting and money management
- Credit counseling
- Negotiating the purchase price
- Financing
- Locating the home
- Insurance
- Fair Housing and Borrower Protection Laws
- De-Concentration issues
- Required Housing Quality Standards and Independent Inspections

At a minimum post-purchase counseling will consist of the following:

- a. Home maintenance
- b. Development of the Homeowner’s Budget
- c. Foreclosure prevention and Loss Mitigation
- d. Tax deductibility
- e. Escrow Changes

One or more adult members of the family who will hold title to the property must be currently employed on a full-time basis (as defined by HUD to average 30 hours per week) and have been continuously so employed during the 12 months prior to commencement of homeownership assistance. Families in which the head, spouse and/or sole member is disabled or elderly are exempted from the requirement. Families with a disabled household member may request an exemption as a reasonable accommodation. Participants employed at commencement of the HCV assistance must maintain continuous employment. If unemployment occurs, full-time employment must be reinstated within 6 months of the termination date of full-time employment. Failure of the participant(s) to regain full-time employment within the 6 months may result in the discontinuance of HCV homeownership assistance. Requests for exceptions to the re-instatement of full-time employment must be made in writing and be approved by YMHA.

The non-disabled/non elderly family must meet the Federal minimum income requirement. The minimum income required to participate in the program is the federal minimum wage effective for each year multiplied by 2000 hours. The minimum income requirement for elderly/disabled family is SSI for 1 person multiplied by 12 months. Welfare assistance cannot be used to

determine the minimum income requirement. The minimum family income to qualify for elderly and disabled families is equal to the current SSI monthly payment for an individual living alone, multiplied by 12. Public assistance income may not be used for meeting this requirement, except for households in which the head, spouse or sole member is disabled or elderly and households that include a disabled person other than head or spouse. (Public assistance includes federal housing assistance or the housing component of a welfare grant; TANF assistance; SSI that is subject to an income eligibility test; food stamps; general assistance or other assistance provided under a Federal, state or local program that provides assistance available to meet family living or housing expenses.)

Applicants must be enrolled in the Family Self-Sufficiency Program (FSS) for a minimum of 6 months prior to commencement of HCV homeownership assistance. Exceptions to the length of FSS participation must be approved by YMHA prior to an applicant's admittance to the Housing Choice Voucher Homeownership Program. YMHA funds accumulated in the escrow account may be advanced for purchase of the home or home maintenance, subject to the guidelines of the FSS Program.

9. The family must provide required information regarding income and family composition in order to calculate correctly total tenant payment and homeownership assistance consistent with program requirements and any other information request by YMHA concerning financing, the transfer of any interest in the home or the family's homeownership expenses.

#### Permitted Ownership Arrangements:

The Homeownership Option may be utilized for three (3) types of housing:

- 1.) A single-family unit owned by the family, where one or more family members hold title to the home, or a home previously occupied under a lease-purchase agreement. Such unit may be a single family home, half of a duplex or single unit within a condominium or multi-plex.
- 2.) A cooperative unit, where one or more family members hold membership shares in the cooperative.
- 3.) A manufactured home on a permanent foundation that the family owns the land on which the home sits in fee simple or if the family does not own the land on which the home sits, but has the right to occupy the land for at least thirty years.
- 4.) Housing units that are pre-construction, under construction or already existing at the time the family is approved for eligibility for HCV homeownership assistance.

#### Time Frame for Utilization

24 CFR 982.626 (b), CFR 982.629 (a)

An applicant will have a maximum of 90 days from the date of issuance of a voucher to find a home and enter into a purchase agreement.

If an applicant is unable to enter into a purchase agreement before the end of the 90 day deadline, the participant may request, subject to YMHA's approval, to be provided up to an additional 90 days to enter into a purchase agreement and schedule a closing date or to utilize the voucher in a rental situation. Any extension will be at the discretion of YMHA.

#### Portability

24 CFR 982.636

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of YMHA's jurisdiction if the receiving public housing authority is administering a Housing Choice Voucher homeownership program and is accepting new families into its Housing Choice Voucher Homeownership Program. Admission is also subject to the availability of openings in the HCV Homeownership Program.

#### Contract for Sale and Inspection

24CFR 982.631

Participants in the homeownership option program must initially complete a purchase agreement with the owner of the property to be purchased and provide YMHA with a copy of the fully executed contract for sale.

The purchase agreement must include the seller's certification that the seller(s) has not been debarred, suspended, or subject to a limited denial of participation under any federal contract in accordance with 24 CFR part 24.

The purchase agreement must include the home's price and terms of sale, YMHA pre-purchase HQS inspection requirements (including a provision that the participant will arrange for a pre-purchase inspection of the unit as set forth below), a provision that the participant is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser, and an agreement that the purchaser is not obligated to pay for any necessary repairs.

The participant must obtain an independent professional home inspection of the unit's major systems at the participant's expense. A member of the American Society of Home Inspectors (ASHI) or a regular member of the National Association of Home Inspectors (NAHI) must conduct the independent inspection. Independent home inspections can not be performed by an employee of YMHA even if that employee is a member of ASHI, NAHI or otherwise professionally licensed or certified. (Ohio HB 345 may require all inspectors to be certified by a regulated licensing board.) In all cases, the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The inspector must provide a copy of the inspection report both to the family and YMHA. The independent inspection will be performed after

YMHA has completed its Housing Quality Standards (HQS) inspection (noted below) to avoid unnecessary expense for the participant should the home fail to pass HQS.

YMHA will conduct a Housing Quality Standards (HQS) inspection and will review an independent professional inspection of the unit's major systems. YMHA retains the right to disqualify the unit for inclusion in the homeownership program based on either the HQS inspection or the professional inspection report.

#### Financing 24CFR 982.632

The household is solely responsible for obtaining financing. All loans must meet FHA, or acceptable terms by Fannie Mae, Freddie Mac, reputable secondary markets, or acceptable mortgage insurance credit underwriting requirements. YMHA will review lender qualifications, loan terms, or other family debt and expenses to determine that the debt is affordable. YMHA also reserves the right to disapprove the loan if it is unaffordable or the terms are considered predatory. In qualifying families for a mortgage payment, lenders are required to use the income Gross-Up Model.

YMHA establishes a minimum homeowner down payment requirement of at least 3 percent of the purchase price for participation in its HCV homeownership program, and requires at least one (1.00%) percent of the purchase price come from the family's personal resources. Buyers are also responsible for their closing costs.

There is no prohibition against using local or State Community Development Block Grant (CDBG) or other subsidized financing in conjunction with the homeownership program.

YMHA prohibits owner financing and balloon payments. The only exception to the owner financing policy will be for Habitat for Humanity of Mahoning County. This exception is made because Habitat for Humanity, as owner/seller, does provide financing for the purchase of a Habitat home, but also transfers title to the property to the purchaser at the time of loan settlement.

Financing for purchase of a home under the Housing Choice Voucher Homeownership Program must comply with generally accepted private sector underwriting standards.

#### Length and Continuation of Assistance 24CFR 982.634

HCV homeownership assistance will only be provided for the months the family is in residence in the home. The maximum length of time a family may receive homeownership assistance is fifteen years if the initial mortgage incurred is 20 years or longer. In all other cases, the maximum length of time is ten years. Elderly families that qualify as such at the start of homeownership assistance and disabled families that qualify as such at any time during receipt of homeownership assistance are exempt from this time limit. If an elderly or disabled family ceases to qualify as such during the course of homeownership assistance, the maximum term

applies from the date the assistance commenced, except that the family will be provided at least 6 months of assistance after the maximum term becomes applicable.

#### Family Obligations 24CFR 982.633

In addition to completing the Pre-and Post-purchase Counseling Program, the family must execute a contract of homeowner obligations prior to the issuance of the homeownership voucher agreeing to comply with all family obligations under the Homeownership Choice Voucher Program including:

The family must comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.

At any time the family is receiving homeownership assistance, the family may not sell or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.

A home equity loan or any refinance of the original mortgage may not be acquired without the prior written consent of YMHA. Failure of a participating family to obtain the consent of YMHA may result in termination of the HCV homeownership subsidy.

The family must provide required information regarding income and family composition in order to calculate correctly total tenant payment and homeownership assistance, consistent with program requirements and any other information requested by YMHA concerning financing, the transfer of any interest in the home, or the family's homeownership expenses.

While receiving homeownership assistance, the family must notify YMHA if the family defaults on a mortgage securing and debt incurred to purchase the home.

The family must provide the financial institution providing financing for the home to be purchased under the Housing Choice Voucher Homeownership Program with authorization to notify YMHA of any potential for default on the mortgage.

While receiving homeownership assistance, the family must notify YMHA before the family moves out of the home.

The family must, at annual re-certification, document that he or she is current on mortgage, real estate taxes, insurance and utility payments.

The family is prohibited from moving more than one time in a one-year period. The family may be required to participate in pre-purchase counseling prior to re-housing.

While receiving homeownership assistance, no family member may have any ownership interest in any other residential property.

While receiving homeownership assistance the family must obtain and maintain, at its expense, flood insurance for any unit designated to be in a special flood hazard area. YMHA will prohibit the purchase of home units in the coastal barriers resource system and notify the purchaser if the home unit to be purchased is in airport runway clear zones and airfield clear zones.

#### Assistance Payment 24CFR 982.635

The family's monthly housing assistance payment will be the lower of (1) the voucher payment standard minus the Total Tenant Payment or (2) the monthly homeowner expensed minus the Total Tenant Payment. Homeownership expenses may include principal and interest on mortgage debt, refinancing charges of mortgage debt, taxes and public assessments, insurance, maintenance allowance for expenses, major repairs and replacements, and cooperative and condo association fees. The amount of each allowance will be based on the recommended allowance provided by its designees.

Homeownership assistance payments (HAP) will be made directly to the lender on behalf of the family. It is expected that the full amount of the HAP will be due to the lender and there will not be any excess amount to be paid directly to the family.

If a family's income increases to a level that they are no longer eligible to receive a housing assistance payment, eligibility for such payments will continue for 180 calendar days. At the end of a continuous period of 180 days without any assistance payments, eligibility for voucher assistance will automatically terminate.

#### Lease-to-Purchase

Lease-to-Purchase agreements are considered rental property and subject to the normal tenant-based rental rules. All regulations of the homeownership program will be in effect at the time that the family exercises the option to use a homeownership voucher.

#### Default

If the family defaults on the home mortgage loan, the participant will not be able to use the Homeownership Voucher for rental housing but may reapply for the Housing Choice Voucher waiting list.

#### Recapture 24CFR 982.640

YMHA will not recapture the Housing Choice Voucher Homeownership payments unless there was an act of fraud or misrepresentation of a material fact in order to obtain a benefit. The HCV recapture provision does not apply to any other program funds that may be used in

the transaction.

#### Denial or Termination of Assistance 24 CFR 982.638

YMHA reserves the right to deny or terminate assistance for the family, and will deny voucher rental assistance for the family, in accordance with HUD regulations governing any failure to comply with family obligations, mortgage default, failure to demonstrate that the family has conveyed title to the home as required, or if the family has moved from the home within the period established or approved.

#### Informal Hearings 24 CFR 982.555

YMHA will provide the opportunity, for an informal hearing to program participants who are being terminated from the program because of the family's action and/or failure to act. YMHA will send written notice to the reason(s) for the proposed action, and notice that should a participant request a hearing, the assistance will not be terminated until the final decision is made.

When a participant requests a hearing, YMHA will schedule the hearing promptly and notify the participant of the date and time of the hearing. Prior to the hearing, the participant will be given an opportunity to examine and copy the documents pertinent to the family's termination. YMHA must be given the same opportunity to examine any family documents that are directly related to the hearing, and to copy them at its own expense.

A hearing officer designated by the Executive Director will conduct the hearing. This person will be someone other than the person who may have approved the decision or a subordinate of this person. A lawyer or other representative, at the family's own expense may represent the family. The family will be given the opportunity to present evidence, and to question any witnesses. The hearing officer will issue a written decision within 30 days, stating the reasons for the decision.

In the event of appeal, YMHA's Quality Control Department will preside over an informal hearing to resolve the matter.

### **Section XVI. Expanding Housing Opportunities**

YMHA is committed to providing its participants with the broadest possible range of housing choices. Actions to be taken will include:

1. Providing a thorough explanation to voucher holders of where they can move, using maps showing the various areas in and outside of YMHA's jurisdiction, and the location of key facilities and services. YMHA will discuss the advantages of living outside areas of low-income concentration.

2. Providing a thorough explanation of portability under the voucher program and including in the packet a listing of the names and phone numbers of contact persons at neighboring housing authorities.
3. Providing voucher holders and participants who wish to move with listings of units throughout YMHA's jurisdiction currently available for HCV participants, and of owners and organizations operating outside of areas of low-income concentration.
4. Evaluating the need for, and seeking HUD approval if necessary, for higher payment standard in areas with lower concentrations of low-income families.
5. Conducting outreach to owners of rental housing in the Youngstown Metropolitan Area and surrounding jurisdictions in areas with lower concentrations of low-income families. Outreach efforts will include periodic advertisements in the local newspapers and the distribution to owners of informational materials about the HCV program.

## **Section XVII. Violence Against Women Act (VAWA)**

### **I. Purpose and Applicability**

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth YMHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by YMHA of all federally subsidized public housing and Housing Choice Voucher rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **II. Goals and Objectives**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by YMHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between YMHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by YMHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by YMHA.

### **III. Other YMHA Policies and Procedures**

This Policy shall be referenced in and attached to YMHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of YMHA's Admissions and Continued Occupancy Policy and Housing Choice Voucher Administrative Plan. YMHA's annual public housing agency plan shall also contain information concerning YMHA's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of YMHA, the provisions of this Policy shall prevail.

### **IV. Definitions**

As used in this Policy:

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

B. *Dating Violence* – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

## **V. Admissions and Screening**

A. *Non-Denial of Assistance*. YMHA will not deny admission to public housing or to the Housing Choice Voucher rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

## **VI. Termination of Tenancy or Assistance**

A. *VAWA Protections*. Under VAWA, public housing residents and persons assisted under the Housing Choice Voucher rental assistance program have the following specific protections, which will be observed by YMHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by YMHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of YMHA’ or a Housing Choice Voucher owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither YMHA nor a Housing Choice Voucher manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

(b) Nothing contained in this paragraph shall be construed to limit the authority of YMHA or a Housing Choice Voucher owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or YMHA, as the case may be, can

demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, YMHA or a Housing Choice Voucher owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by YMHA. Leases used for all public housing operated by YMHA and, at the option of Housing Choice Voucher owners or managers, leases for dwelling units occupied by families assisted with Housing Choice Voucher rental assistance administered by YMHA, shall contain provisions setting forth the substance of this paragraph.

## **VII. Verification of Domestic Violence, Dating Violence or Stalking**

A. *Requirement for Verification.* The law allows, but does not require, YMHA or a Housing Choice Voucher owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., YMHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by YMHA. Housing Choice Voucher owners or managers receiving rental assistance administered by YMHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to YMHA or to the requesting Housing Choice Voucher owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to YMHA or to the requesting Housing Choice Voucher owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable

definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to YMHA or to the requesting Housing Choice Voucher owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by YMHA, or a Housing Choice Voucher owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of YMHA or his/her designee, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

### **VIII. Confidentiality**

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to YMHA or to a Housing Choice Voucher owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 Housing Choice Voucher assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Housing Choice Voucher rental assistance program administered by YMHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

### **VIII. Transfer to New Residence**

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, YMHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Housing Choice

Voucher tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

- B. *Action on applications.* YMHA will act upon such an application promptly.
- C. *No right to transfer.* YMHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Housing Choice Voucher assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of YMHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying YMHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by YMHA. In cases where YMHA determines that the family's decision to move was reasonable under the circumstances, YMHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amount of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Notwithstanding the foregoing, a HCV-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Housing Choice Voucher Program and has moved from the unit in order to protect a health and safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, or stalking, and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

## **X. Court Orders/Family Break-up**

A. *Court orders.* It is YMHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by YMHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other YMHA policies regarding family break-up are contained in YMHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Housing Choice Voucher Administrative Plan.

## **XI. Relationships with Service Providers**

It is the policy of YMHA to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence. If YMHA staff becomes aware that an individual assisted by YMHA is a victim of domestic violence,

dating violence or stalking, YMHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring YMHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. YMHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which YMHA has referral or other cooperative relationships.

## **XII. Notification**

YMHA shall provide written notification to applicants, tenants, and Housing Choice Voucher owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

## **XIII. Relationship with Other Applicable Laws**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

## **XIV. Amendment**

This policy may be amended from time to time by YMHA as approved by the YMHA Board of Commissioners.